



Date: 28 April 2022

To,
Jayaram Balaji
4-54, Kotapalli(V), Gudipalli(M),
Sonnarsanapalli(P), Chittoor(D) - 517426.

Dear **Jayaram Balaji**,

Welcome to Trimble Family!!

Trimble is a great place to work!!! We take pride in our culture. We are confident that you will find meaning and associate with our organization, our values and work ethics. We look forward to your successful integration with us and a rewarding career with Trimble.

1. With reference to your application and your subsequent interview with us, we **Trimble Information Technologies India Pvt Ltd** are pleased to offer you the position of **Software Developer** subject to the terms and conditions set out in Annexure - A hereunder. You will receive emoluments and perquisites as mentioned in Annexure - C, which also specifies your detailed salary break up.
2. This Offer is subject to verification process conducted by Trimble India. If at any time, it is found that any of information provided by you is false, or any of the documents provided by you are not genuine, then the Offer becomes invalid and void ab initio.
3. You are required to join the services of Trimble India, on or before from **Monday, June 6, 2022**
4. At the time of joining, you are required to furnish the documents mentioned in Annexure - B
5. This Offer Letter, along with the Annexures & Addendum contained herein, are issued in duplicate. Kindly submit one copy of this Letter along with Annexures & Addendum duly signed by you as token of your acceptance of the same, by **29 April 2022** either as a physical copy or soft copy electronically. (In case you are providing the duly signed copy electronically, the original hard copy needs to be provided on the date of joining). If this Letter is not signed and returned to Trimble India as stated above, this offer shall be considered null and void.

We wish you good luck in your career with us and look forward to mutually beneficial association.

For **Trimble Information Technologies India Pvt Ltd**

PRAVEENA
KAMALANATHAN

Digitally signed by
PRAVEENA KAMALANATHAN
Date: 2022.04.29 22:00:00
+05'30'

Authorized Signatory

I have fully read, understood the content, and hereby agree to abide by the same.

Jayaram Balaji

CIN: U72300TN1999PTC043647

Registered Office: Lakshmi Tech Park - No.5/639, Old Mahabalipuram Road, Kandanchavadi, Perungudi, Chennai, India - 600096
Tel: +91 44 2254 1941 / 43 / 61 / 63 - Fax: +91 44 2254 1942 - www.trimble.com

Branch Offices: Shree Sawan Knowledge Park, 4th floor, D 507, TTC Industrial Area, M.I.D.C., Turbhe, Navi Mumbai 400 705, India Tel: +91 22 61387777
Vikram Monarch, CTS No. 1115-A/1, 10th floor, GaneshKhind Road, Shivajinagar, Pune - 411 016, India Tel: +91 20 4917 4900
1st Floor, No.23, Sankey Road, Lower Palace Orchards, Sadashivanagar, Bangalore 560 003, India. Tel: +91 80 23348088

Annexure – A**Terms and Conditions of Employment**

This Terms and Conditions of Employment sets out the terms of your employment with Trimble India.

1. Designation and Place of Work:

- 1.1. You will be employed in the position of **Software Developer, Trimble Chennai**. Your initial duties and responsibilities will be briefed to you by your supervisor or a designated person by the company and also may have reference in the new employee orientation program.
- 1.2. Your principal place of work as on the Effective Date shall be at **Chennai**, or at such other place as may be designated by the Company. You may be transferred, at the sole and absolute discretion of the Company, to any place in India or outside India, on terms and conditions not less favourable than those contained herein. You may be required to travel both inside and outside India on the business of the Company in the due performance of your duties, from time to time. The Company may also depute you to any work or assign you to any client, affiliate or associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement. You will at all times need to keep your passport valid and current.

2. Compensation

- 2.1. Your Annual Total Base Pay will be **Rs.9,50,000** Per Annum (which is explained in Annexure C), payable according to local payroll practices, subject to any deduction, including without limitation the usual deductions for taxation and other statutory deductions as required by the law.
- 2.2 Any tax liability arising out of your compensation/ salary shall be borne by you and it will be as per Income Tax Act and statutory rules, as applicable. All payments by the Company to you, shall be made after deduction of taxes, as applicable under the law.

3. Confidentiality of salary information:

- 3.1. The salary package offered to you is specific and personal to you. Any comparison of the same with the salary packages of other employees is discouraged.
- 3.2. You are required to strictly maintain the secrecy of and ensure that you don't divulge or communicate in any manner, any information regarding your remuneration/terms of employment, to any other employee of the company, except authorized authorities.
- 3.3. In a similar way, when deputed to work / interact at the client site, you are expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good and ethical functional business relations with our clients.

4. Company Policies:

- 4.1. You agree that you will at all times faithfully, industriously, and to the best of your skill, ability, experience and talents, perform all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with the terms contained herein, all company policies, procedures, rules and regulations, both written and oral, as are announced by the Company, from time to time.

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- 4.2. It is also understood and agreed to by you that your assignment, duties and responsibilities and reporting arrangements may be changed by the Company, in its sole discretion, with or without causing termination of your employment.
- 4.3. Your attention is also drawn to the Company Policies and Procedures manual (collectively referred to as the "**Company Policies**") which describe in more detail, various other employment practices, such as claiming and payment of business expenses, and policies such as those on Leave & Holidays, Sexual Harassment, Use of Technology and Health and Safety, Global Code of Conduct which can be accessed at the Company Intranet. The Company reserves the right to review, modify or amend the Company Policies as and when required, at its sole discretion and the same shall be updated in the Intranet. Such modifications and amendments are also deemed to be part of these terms.
- 4.4. On accepting the terms contained herein and joining the services of the Company, you acknowledge that you would read through carefully and understood all the Company Policies contained on the intranet, your duties and responsibilities vis-à-vis such policies, the various steps and disciplinary actions that the Company can take/implement in order to ensure compliance with its Policies. You hereby agree to adhere to and comply with such Company Policies at all times during the term of your employment and thereafter if you are required to.

5. Non-Compete & Non-Solicitation Obligations:

- 5.1. In view of the position to be held by you in the Company, and the fact that you would be exposed to confidential and proprietary information of the Company during the course of your employment, you hereby undertake to abide by the following:
- 5.1.1. In the event of termination of your employment with the Company for any reason whatsoever, you shall, for a period of 12 months from the date of termination, be obliged not to engage yourself, directly or indirectly in any manner whatsoever in any Business or Firm or Company which constitutes a competition to the Company's business;
- 5.1.2. During the employment with the Company and for a period of 12 months thereafter, you shall not, without the Company's express written consent, either on the your behalf or on behalf of another (a) contact or deal with employees or ex-employees of the Company and or its associated companies, for the purpose of hiring them; (b) hire employees or ex-employees of the Company and/ or its associated companies; or (c) solicit the business of any client, customer or licensee of the Company and / or the associated companies.
- 5.1.3. The Clauses 5.1.1 and 5.1.2 shall survive the termination of employment. You hereby acknowledge that the provisions of these clauses are reasonable and necessary measures designed to protect the proprietary and Confidential Information of the Company.

6. Data Protection:

- 6.1. You consent to the Company holding and processing, both electronically and manually, the data it collects in relation to you, in the course of your employment, for the purpose of the Company's administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations. You also consent to the transfer, storage and processing by the Company of such data outside India, where the Company may have its offices or that of its affiliates or group companies, and to the sharing of such data with prospective buyers, clients, acquirers and partners of the Company's business.

7. Indemnification:

- 7.1. You undertake to keep the Company fully indemnified in respect of any breach or violation of the Non-Disclosure, Non-Use, Non-Compete and Confidentiality obligations by you. You understand that if you

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breach / violate in any manner, any terms and conditions herein, the Company shall suffer irreparable loss, harm and injury and monetary damages alone shall not be the adequate relief. Company, therefore, shall be fully entitled to obtain injunctive relief including similar other relief against you.

8. Termination of Employment:

- 8.1. Notice of termination: Each party agrees to provide the other Party with **two months** prior written notice for termination of employment or payment of two months' salary (Total Base Pay) in lieu of notice of termination. Notwithstanding the above, in the event that you desire to terminate your employment with the Company, the Company shall have the sole discretion to relieve you only after the completion of a Company assignment, where the same has not yet been completed by you.
- 8.2. You hereby agree that the Company is entitled to terminate your employment, at any time without notice or payment in lieu of notice if such termination arises as the result of your misconduct, negligence and/or breach of any express or implied term of your employment including the Company Policies and/or Global Code of Conduct as available on Intranet. Notwithstanding other provisions contained herein, the procedures for termination of employment and any associated payment settlement will be subject to managements' sole discretion.
- 8.3. Upon the termination or cessation of your employment with the Company for any cause whatsoever, you shall immediately deliver up to the Company or its authorized representative, any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, mobile phone, laptop, memoranda, correspondence, notes, records, reports, sketches, plans, letter heads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other confidential information, whether or not the property was originally supplied to you by the Company. If so requested, you shall provide to the Company a signed statement confirming that you have fully complied with this Clause.
- 8.4. Without prejudice to any other right available under law, the Company reserves the right to make reasonable deductions from your full and final salary payment or any other amount due to you, in the event you fail to return all the property of the Company which is in your possession, or return it in a damaged state, other than due to normal wear and tear.

9. Retirement:

Retirement age for all the Trimble employees in India will be 58 years.

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Annexure – B***Documents to be submitted within three days of offer acceptance***

- a. Copy of educational certificates (SSLC, HSC, Graduation & Post Graduation);
- b. Copy of appointment letter/relieving letter from your last 3 employers;
- c. True copy of your last 2 months' pay slip;
- d. 6 copies of color passport size photographs;
- e. Copy of all pages of your passport;
- f. Copy of your Pan Card & Aadhaar Card;
- g. Identity Proof (Copy of Driving license/Voter's ID);
- h. Proof of residence (both permanent and present address);
- i. Employment Data Form, if not submitted earlier;
- j. Signed Trimble Policy Documents (enclosed with this offer);

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Annexure – C

Compensation Break-up/CTC

Name: Jayaram Balaji

Date: 28 April 2022

Particulars	Compensation Per Month (In Rs.)	Compensation Per Annum (In Rs.)
Basic Salary	27708	332500
HRA	13854	166250
Flexible Benefit Basket	34279	411350
A. Gross Salary (Rs.)	75842	910100
Provident Fund		
B. Company's Contribution (Rs.)	3325	39900
Total Base Pay (Rs.) - A+B	79167	950000
C. Other Benefits		Benefits Value
Medical Insurance for family		850000
Personal Accident Insurance		1900000
Term Life Insurance		2850000
Gratuity	**	** As per Gratuity Act, 1972

One Time Payment Joining Bonus of INR 50,000 The Joining bonus will be paid with your first full month salary. The joining bonus is taxable, and all regular payroll taxes will be withheld. In the event that you leave our services within 12 months of receipt of the joining bonus, you will be responsible for reimbursing the company for the entire joining bonus.

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Addendum**Non-Disclosure Agreement**

During the period of employment you may be exposed to various Confidential Information of the Company and its subsidiaries, holding company, affiliates, etc. ("Associated Companies"). "Confidential Information" for the purpose of this clause shall include without limitation (i) all information, documents, data, software, lists, client letters, design, pattern and correspondence etc., in any form (physical, oral, electronic, etc.), that belong to the Company and / or Associated Companies; (ii) details of the Company's and / or Associated Companies', internal practices etc., that are not available in the public domain; (iii) identities and details of the Company and / or Associated Companies or their clients and their work details; (iv) any information of any client of the Company and / or Associated Companies, whether privileged information or not; (v) trade secrets, know how, other intellectual property rights of the Company and / or Associated Companies, and (vi) any other Confidential Information disclosed by the Company and / or Associated Companies to you, whether marked as confidential or not

You are fully aware that it is a matter of paramount importance on your part that the above Confidential Information should not be in any manner disclosed, misused, or passed on to any third party by you, directly or indirectly, and accordingly you fully commit yourself to this non-disclosure and non-use obligation in respect of the Confidential Information.

You should inform the management of the Company before enrolling yourself for any examination or course of study. You will not divulge orally or in writing any Confidential Information that comes to your knowledge during the course of your service in the Company to any of the outside agencies. You shall not disclose any of the trade secrets, proprietary information or any other Confidential Information to any of the external parties against you.

All the research done and data generated, including that of the client database of the Company is the sole property of the Company. Unauthorized storing, copying, deleting or transmitting (in hard/soft or any other means) of any Confidential information will be in breach of contract, is a serious legal offense and strictly prohibited. This will lead to immediate termination without any notice. All losses on such offenses will have to be fully compensated in monetary terms.

You are not allowed to carry the research/official document, workbook or any document containing Confidential Information in any media or any form outside the office premises without written permission of the authorized person, failing which strict disciplinary action will be taken.

You agree, confirm and undertake that you shall not otherwise derive any benefit of whatsoever nature out of the Confidential Information and the Confidential Information shall be used by you only to perform the duties assigned to you by the Company. Even to the other constituents and employees of the Company the Confidential Information shall be disclosed only on need-to-know basis and to the extent absolutely necessary.

At the end of your employment with the Company, you shall handover all the data, information, files, documents, pattern and designs etc., pertaining to the Company which are in your possession without keeping any copy, replica, duplicate in any manner or any form.

If any disclosure of the Confidential Information to governmental, judicial, statutory, regulatory or other authorities is required, you shall provide a prior written notice to the Company of such requirement, unless the applicable law does not permit such notice.

Assignment of Inventions:

You will disclose to the Company, forthwith, any discovery, invention, process or improvement made or discovered by you while our service, and such discovery, invention, process or improvement shall belong absolutely to and by the sole and absolute property of Company, you shall at the Company's expense, take out or apply for Letters of Patent, Licenses, or other rights, privileges or protection as may be directed by us in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to the Company, and you will execute and do all instruments, acts, deeds and things, which may be required by the Company, for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in our favour or in favour of such other person or persons, firms, or companies, as we may direct as the sole beneficiary thereof.

If during the course of your duties you make any discovery or invention or secret process or improvement in procedure or make any literary or artistic work or computer program relevant to, or capable of use in, the business of the Company then you must disclose all facts and details to the Company as it may require, and such discovery, invention, secret process, or improvement in procedure, literary or artistic work or computer program and all intellectual property rights relating thereto, shall belong to and be the absolute property of, the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Company to exploit the intellectual property to the best advantage (as decided by the company). You shall execute all documents and do all things which may, in the opinion of the Company, be necessary or desirable for obtaining patent or other protection for the intellectual property and for vesting the same in the Company, as the Company may direct. You also agree to execute any additional documents, subsequent to your employment with the Company, as may be necessary for the Company to perfect its title in the intellectual property.

For a period of six (6) months after termination of your employment with the Company, you shall promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by you, either alone or jointly with others. In addition, you hereby undertake to promptly disclose to the Company all patent or copyright applications filed by you or on your behalf within one (1) year after termination employment.

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