



Ixia Technologies Pvt. Ltd.

Regd. Off: Floor 4th, Infinity Tower-II,
Block-GP,

Sector V, Salt Lake, Kolkata – 700091,

West Bengal, India

Tel: (033) - 6652 0600

CIN No. U72200WB2005PTC101273

February 10, 2019

Bennappa Guddakar
Bangalore, Karnataka (KA)

Dear Bennappa,

Ref: Offer Letter

This has reference to the discussions you had with us about joining Ixia Technologies India Private Limited ("Company").

We are pleased to offer you employment as Remote Engineer - Entry - G10459 in our Company at Bangalore. You will report to Purushottam Jangid, or to whomsoever the manager designates at the time of commencement of your employment. The date of commencement of your employment ("Joining Date") will be **April 8, 2019**.

You are aware that Ixia Technologies Private Limited ("**Company**") has become part of Keysight Technologies, Inc. which has given us more opportunity than ever to do what we do best. Being part of the Keysight Technologies the employment and benefits policies as applicable to you shall be aligned with that of Keysight Policies in India with effect from February 01, 2018."

Annexure A illustrates the Pay and Benefits plan applicable to you and Annexure B indicates the general Terms and Conditions of employment.

Please sign the duplicate copy of this Letter and Annexure A and B and return to us as a token of your acceptance on the day of your joining.

Once you accept the offer, you will be invited to the Company's onboarding portal to find out more about the Company expectations on first day of work. You will be asked to complete some important additional data collection to ensure you have a productive first day of work. On your Joining date, you will be required to sign an agreement regarding confidential information and proprietary developments and return the same with your acceptance.

Please note that this offer is conditional upon completion of an employment screen.

Because we are committed to providing a safe and productive work environment, this offer is conditional upon the successful completion of an employment screen which includes verification of prior employment and education background.

We are looking forward to your joining the company and we are sure that our association will be mutually beneficial.

Yours Sincerely,

Rishi Singla

Manager - Human Resources

Keysight Technologies International India Private Limited

ANNEXURE A

PAY AND BENEFITS

FIXED PAYMENTS

Base Salary (consists of Basic Salary and Flexible Benefits Plan)

- Basic Salary
INR 250,253 per annum
- Flexible Benefits Plan

You will be entitled to a Flexible Benefits Plan ("FBP") of **INR 250,253 per annum**. Under the FBP, you will be eligible to select a package of benefits for 1 (one) year from the menu of benefits annexed to the FBP, which will be provided to you on the Joining Date. The selection of benefits must be done and communicated to the Company through the online payroll tool. You are expected to do the same within 2 (two) weeks of your Joining Date.

The year for the purpose of the FBP will be April 1 to March 31. Any unutilized amount will be paid along with the March salary of the same year, and tax deducted appropriately. In the event of your separation from the services of the Company, only a pro-rated amount of the benefits under the FBP will be allowed to be utilized by you for the period of actual employment during that year.

The Company will deduct tax from the benefits payable to you, as per the applicable income tax laws.

The FBP amount provided above, is the maximum limit, beyond which the Company will not permit reimbursements. You could, however, opt for lesser value.

VARIABLE PAYMENTS

Keysight Variable Pay Program

You will also be eligible to participate in a variable pay program called the Keysight Variable Pay Program ("KVP"). The KVP provides for a bonus opportunity that can be paid out twice a year if certain performance metrics are met. Further details of the KVP are made available to all employees at the time of payment. Please note, however, that the KVP is variable and reviewed from time to time and may result in amended metrics and/or target payouts. Also, the KVP is a discretionary benefit, and maybe amended or withdrawn at any time, at the sole discretion of the Company.

Medical Related

- The Company has a group hospitalization Insurance policy for all its employees. The premium towards the same is paid collectively to the Insurance Company. Under this policy, you will be covered along with your family. The family would include Self, Spouse, maximum of two children and dependent parents. The policy will also cover the expenses towards the maternity cases as per the limits specified in the policy. For more details, kindly refer to the policy.
- The Company will extend coverage to you under 24 hours Accident Insurance Cover.
- The Company will extend coverage to you under the Group Life Insurance policy.

Leave Related

You will be entitled to Annual Leave and Sick Leave/ Casual Leave as per the Leave Policy of the Company, as amended from time to time.

Transportation Subsidy

You will be entitled to a Transportation Subsidy of INR 90,000 per annum. This is paid to non-fleet users who are not eligible for Company car. The pro-rated amount will be payable with the monthly salary after appropriate tax deductions.

DEDUCTIONS

Provident Fund

The Company and its employees will contribute at 12% (twelve percent) of the basic salary per month towards Provident Fund maintained by the Regional Provident Fund Commissioner. Accordingly, 12% (twelve percent) of your basic salary per month will be deducted by the Company, and transferred/ contributed towards the Provident Fund.

ANNEXURE B

GENERAL TERMS & CONDITIONS OF EMPLOYMENT

PROBATION PERIOD

You shall be on probation with the company for a period of 6 (six) months starting from your Joining Date ("Initial Probation Period"). At the end of the Initial Probation Period, you will be automatically confirmed in the employment of the Company on the basis of report of satisfactory performance from your superior. If your performance during the Initial Probation Period is not satisfactory, the Company will have a right to either terminate your services with a notice of 15 (fifteen) days in writing, or payment (prorated Basic Salary plus Flexible Benefits Plan) in lieu thereof, or extend your probation for a further period ("Extended Probation Period") as deemed fit by the Company. If your performance is not satisfactory during the Extended Probation Period, the Company shall have the right to terminate you with a notice of 15 (fifteen) days in writing, or payment (Basic Salary plus Flexible Benefits Plan) in lieu thereof. You can terminate your employment with the Company during probation period (Initial Probation Period and/or Extended Probation Period), by giving the Company a notice of 15 (fifteen) days in writing, or paying the Company, an amount (prorated Basic Salary plus Flexible Benefits Plan) in lieu thereof.

NOTICE FOR SEPARATION

After confirmation your services can be terminated by either party by giving to the other, a notice of 2 (two) months in writing or payment of an amount (Basic Salary plus Flexible Benefits Plan) in lieu thereof.

TRANSFERS

Your services can be transferred by the Company from one location to another, one department to another, one shift to another, depending on the exigencies of business. It is a condition of employment that you can be transferred by the company anywhere in India and that, you will abide by the instructions of the Company in this regard. Your services can also be transferred to any of the Company's subsidiary companies, partners, sister companies etc., whether existing or set-up in future as per the needs and requirements.

MATERNITY BENEFIT ACT

In compliance with Maternity Benefit (Amendment) Act, 2017, Keysight offers following benefits to its female employees:

- Female employee shall be entitled to maternity benefit of 26 weeks of which not more than 8 weeks shall precede the date of her expected delivery. For a female employee having 2 or more than 2 surviving children, period of maternity benefit shall be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.
- A female employee who legally adopts a child below the age of 3 months or a commissioning mother shall be entitled to maternity benefit for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother, as the case may be.
- In case where the nature of work assigned to a female employee is of such nature that she may work from home, the employer may allow her to do so during her nursing period after availing of the maternity benefit.
- Keysight will make available the crèche facility within a reasonable distance from the office premises, and shall allow 4 visits a day to the crèche by female employee, including the interval for rest allowed to her.

EMPLOYEE COMPENSATION ACT

As per the applicability of this act, if personal injury is caused to you by accident arising out of and in the course of your employment, Keysight shall be liable to pay compensation in accordance with the provisions of Employee Compensation Act 1923.

MEDICAL FITNESS

Your employment with the Company and continuance thereof is subject to your medical fitness. You may be subject to medical examinations by the doctors appointed by the Company as and when necessary. The opinion given by such doctors on the status of your physical and mental health will be deemed as final. In case of any mental and/or physical incapacity if the Company is of the opinion that you are not in a position to perform your assigned duties, the Company will have a right to terminate your employment by giving you 2 (two) months' notice in writing, or paying you an amount (Basic Salary plus Flexible Benefits Plan) in lieu thereof.

SUPERANNUATION

You will retire from the services of the Company on reaching the age of 60 (sixty) ("Superannuation"). Such retirement on reaching the age of Superannuation, will be automatic and without any notice. Company however will have a right to retire you earlier from the services of the Company any time after you attaining the age of 55 (fifty-five), if it is of the opinion that you are not physically or mentally fit enough to perform your duties efficiently and effectively. Such early retirement may be given to you by giving a notice of 3 (three) months. No extra compensation is payable to you in such an event.

GENERAL CONDITIONS

Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the establishment to which you will be attached and that you will follow all the disciplinary norms of the establishment at which you are posted. Such disciplinary norms and rules even if they are different from establishment to establishment, you will accept the same as they exist, consequent to your transfers if any.

Terms & conditions of your employment not contained herein above will be governed by the Company policies applicable to the establishment wherein you are posted, or the certified Standing Orders (if any) for the particular establishment where you are posted. You will be governed by all the Company's rules and regulations that are in force now and also those which may come into force from time to time even if they are not individually notified to you in writing. Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

I acknowledge that I have read and understood the Pay and Benefits plan in Annexure A and the General Terms and Conditions of Employment in Annexure B, and hereby accept the same.

Date:

Signature:

Place:

Name: