



Dear Prakash Dhandapani,

We are thrilled to welcome you to IBM, where your exceptional skills and experience will be a valuable asset to our team.

As an IBMer, you'll be part of a global community that's shaping the way the world works. At IBM, we believe that every individual has a voice and a role to play in making meaningful change. Our team of innovators, thinkers, and problem-solvers is dedicated to creating a better future for our clients and our communities.

We are excited to have you on board and as discussed, we are pleased to offer the Senior Test Specialist position at IBM.

IBM is a leader in AI, quantum computing, industry-specific cloud solutions, and business services, and we're committed to continuously innovating and improving. Our clients include 80% of Fortune 500 companies, and we operate in over 170 countries around the world.

For your review and acceptance, your offer letter is attached, which outlines the details of your employment, including salary, benefits, and other important information. Please do not hesitate to reach out if you have any questions.

We look forward to hearing from you soon and welcome you to be a part of our team.

Sincerely,

IBM Talent Acquisition



30-Jan-2026

IBM India Private Limited
 Manyata Embassy Business Park,
 G2 Block, Nagwara Outer Ring Road,
 Bangalore - 560045, India.
<https://www.ibm.com/in-en/careers>

Dear Prakash Dhandapani,

We are pleased to offer you the position of Senior Test Specialist, in band 07 (07_7A) at IBM India Pvt Ltd (IBM or Company). Your Date of Joining (DOJ) will be 16-Mar-2026 and your initial posting will be at BANGALORE. The onboarding venue will be Bangalore_EGL. The details of your employment contract with IBM are as below.

Acceptance, Commencement and Documents

Please confirm your acceptance no later than five (5) business days from the date this offer letter is released to you by following the instructions in DocuSign. If you do not accept the offer within that time frame, the offer will expire and become null and void unless IBM extends the acceptance date at its sole discretion.

Should you require a change in the DOJ, the same should be communicated to and accepted by the Talent Acquisition Partner at least 5 days prior to the above mentioned DOJ. The new joining date must be a workday (not a Saturday or a Sunday).

Upon your acceptance of this employment contract, your appointment will be effective from the agreed DOJ.

On your first day of employment, please report at 8:45 am to the Main Lobby located at IBM India Pvt Ltd, Embassy Golf Link, Block C, 1st Floor, Training Room - Fountain Head and Phoenix, Koramangala, Intermediate Ring Road, Bangalore – 560071.

Please bring the required items to the onboarding venue on your start date. Download the new hire guide now - ibm.biz/newhireguide, for step-by-step instructions and everything you need to prepare for a smooth transition.

1. Aadhar card original
2. Passport original
3. PAN card original
4. Valid Indian Work Permit - If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI card issued by the Govt. of India.
5. Provident Fund Universal Account Number (PF UAN) number – UAN is essential for timely credit of your provident fund. If you do not have an UAN, please download the UMANG app from Play Store and use the Aadhaar based Face Authentication Technology to generate the PF UAN. This is to be mandatorily completed before onboarding. Please visit the Employee Provident Fund Organisation (EPFO) portal for more information or contact your Recruitment Partner.
6. e-Nomination for Provident Fund – copy of e-nomination downloaded from the EPFO portal. If you have not completed the e-nomination, please use your Aadhar linked UAN number to complete your e-nomination on the EPFO portal immediately and produce the copy during onboarding.



Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.
2. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.
3. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
4. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.
5. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.
6. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.
7. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.
8. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.
9. You will be on probation until your successful completion of the probationary period is confirmed in writing. Your probation period will be [6] months from the date of your joining but may be extended or confirmed earlier, based on your performance and or conduct, at your manager's discretion.
10. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
 - You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (performance reviews, performance improvement plans) as per existing policies.
 - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as



applicable and ensure that your skills are at all times current and relevant to IBM's business.

- You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
- IBM requires its employees to be productively and effectively utilized at all times. If at any point of the employment, you are no longer deployed on a project/ assignment, due to roll off, ramp down or closure, you will be required to get redeployed within 30 days. For earliest possible redeployment, you will be expected to ensure desirable skill proficiency, make requisite efforts by leveraging the platforms, tools and other support that IBM makes available for the purpose, be promptly available for attending client interviews and remain open to relocation and shift requirements.

11. The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.

12. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.

13. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.

14. You will ordinarily be required to work from designated IBM / client offices. If you do not work from your designated place of work, it will be construed as unauthorized absence. The option of working from home or from a different IBM office / client will be granted only after explicit approval from the Management or as per instructions applicable to your respective Business unit from time to time. Failure to comply with these instructions shall lead to appropriate management actions. The company may receive information from applicable IBM systems, including badge data, that may indicate presence in the office.

15. Should you choose to resign at any point, you will be required to serve 90 days of notice. You will be deemed to have been relieved of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. The company may however choose to relieve you earlier, without having to serve the entire notice period, consequent to your resignation. In such a case you will be paid basic salary for the remaining part of the notice period.

16. At any time during or after your probation, the Company may terminate your service by giving 90 days' notice or paying basic salary in lieu thereof. However, the Company may terminate your employment without notice or compensation on disciplinary or performance grounds. (which includes your breach of the rules of the Company, particularly IBM's Business Conduct Guidelines, breach of the terms of your employment contract, or your failure to contribute meaningfully to the business of the Company).

17. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, Sles, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination.

18. Your individual remuneration is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills specific background, and professional merit.

19. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.

20. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.

21. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the



Company's discretion.

22. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.

23. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.

24. Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.

25. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website www.nationalskillsregistry.com. Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.

26. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

OTHER COMMITMENTS/ CONDITIONS - NOTICE PERIOD

Notice period buyout on actuals.

OTHER COMMITMENTS/ CONDITIONS - RELOCATION

Relocation Allowance

To facilitate relocation (if eligible, as per IBM policy, and provided your current location in India is more than 100 kms from your offered work location), you are entitled to:

A) Reimbursement of actual expenses incurred against bills for the following:

- AC II Tier Train fare (or) Economy Airfare for self, spouse and children. If an employee desires to drive to the new location in his/her own car, reimbursement will be made @ INR 11.50/ km. Travel must be based on the "To" and "From" location as mentioned by you during your IBM application process.
- Transportation of household effects by road, eligible for 1 truck load (reimbursement at actuals). You are required to obtain two written competitive quotes from transport agencies and utilize the lower of the two (Note, both quotations need to be attached to your expense account to enable reimbursement. Copy of the Packing list /inventory list provided by the vendor is mandatory to claim the expenses).
- Packing and transit insurance of household effects up to a maximum of INR 15,000/- or actual paid which ever is less.
- Local Conveyance- (defined typically as metered taxi cabs, autos, car rentals) (only for 14 days) At actuals, subject to receipts wherever applicable.
- Transportation of vehicle- Leased/personal vehicle (2/4 wheeler). 1 vehicle only. At actuals subject to bills. Vehicle registration and road tax as applicable by local RTO will be reimbursed at actuals. Vehicle can be transported as per the "To" and "From" location as mentioned by you during your IBM application process. (You are required to obtain two competitive quotes from transport agencies and utilize the lower of the two).

Note – You have 60 days after joining the company to submit the receipts & claim for the above expenditures made using the IBM reimbursements tool (Concur).

B) Relocation allowance of a flat amount of INR 25000/-, which will enable you to make necessary arrangements for your initial stay and boarding in the reporting location will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. Please note that this relocation allowance is subject to appropriate income tax deductions as per applicable law. Please note that IBM's decision on whether you are eligible for relocation benefits or not will be final.

If you resign or if your employment is terminated for any reason within 1 year from your joining date, you agree



that you will repay the entire relocation allowance and any amounts that you were paid as reimbursement of expenses herein (A+B) to IBM. You may be required to repay, to IBM any taxes that were deducted from your relocation allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By - IBM Authorized Signatory

Director: Talent Acquisition, ISA
CHQ, Human Resources

A handwritten signature in black ink, appearing to read "Prakash D".

ACCEPTANCE AT OFFER

This is to confirm that I have read and understood the terms of IBM's offer of employment. I confirm my intention to join IBM on the designated date, and will complete the onboarding procedures on this date, including a formal acceptance of the offer of employment.

Prakash D

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understood and accept the terms and conditions of this offer of employment, and confirm that I have commenced employment with IBM in accordance with the terms and conditions stated herein. If I have accepted this offer through electronic means, I also agree and acknowledge that I am not additionally required to affix a physical signature on this offer letter, in order to convey my acceptance of this offer letter. I specifically agree that the issuance of this offer of employment to me, my acceptance of this offer (including through electronic means), and my commencement of employment with IBM shall be sufficient to constitute a valid contract of employment between IBM India Pvt Ltd., and me. I further acknowledge that this offer of employment has been issued by or on behalf of an authorized functionary of IBM India Pvt Ltd, and confirm that if I have any doubts about the validity of any aspects of this offer of employment, I have clarified such doubts with IBM prior to accepting this offer of employment.

Date of Joining: {{user1DOJ_es_:_signer1:dateofjoining}}

Employee Name: {{user1name_es_:_signer1:fullname}}

Date of Signature: {{user1signdate_es_:_signer1:date:format(date,dd-mmm-yyyy)}}

Employee Signature: {{digsig1_es_:_signer1:digitalsignature}}



IBM CONFIDENTIAL
ANNEXURE A

Date	30-Jan-2026
Name	Prakash Dhandapani
Band	07 (07_7A)
Designation	Senior Test Specialist
Location	BANGALORE
Compensation Components	IBM Offer (in INR)
1. Annual Basic Salary	6,18,626
2. Standard Flexible Benefit Plan	
I. House Rent Allowance (HRA)	3,71,175
II. Leave Travel Assistance (LTA)	1,03,104
III. Conveyance Allowance	90,000
3. Optional Flexible Benefit Plan	2,70,865
4. Annual Reference Salary	14,53,770
5. Retirals	
a) Provident Fund (PF)	74,235
b) Gratuity	29,694
6. Annual Reference Salary + Retirals	15,57,699
7. Total Compensation with Simulated Variable Pay Values	
7.1. Annual Reference Salary + Retirals + GDP & PA @ 0% total payout	15,57,699
7.2. Annual Reference Salary + Retirals + GDP & PA @ 5% total payout	16,30,388
7.3. Annual Reference Salary + Retirals + GDP & PA @ 10% total payout	17,03,076

Variable Pay payout depicted here are for illustrative purposes only. Actual payouts will vary based on policy parameters. Please refer to the page titled "Explanation of Compensation Components" for more details.

Please note that the GDP & PA amount is calculated only on the Annual Reference Salary component.



IBM CONFIDENTIAL
Explanation of Compensation Components

1. Basic Salary

The fundamental salary component to which many other compensation components are linked.

Flexible Benefit Plan (FBP = 2+3)

The FBP is a basket of standard and optional benefits. It allows employees to choose from a basket of benefits that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below

2. Standard FBP Components

(i) House Rent Allowance (HRA)

HRA of an amount equivalent to 60% of the basic salary will be paid every month (subject to availability of balance in the FBP entitlement)

(ii) Leave Travel Assistance (LTA)

LTA will be paid every month (subject to availability of balance in the FBP entitlement). Income tax exemption shall be provided as per the provisions of Income Tax Act, 1961 for travelling within India, twice in a block of 4 years

(iii) Conveyance Allowance

Fixed conveyance allowance (subject to availability of balance in the FBP entitlement) as applicable to your band will be paid. However, the same will not be provided in case one opts for car lease program

3. Optional FBP Components

Optional components will include allowances such as Company Lease Car, National Pension Scheme, Meal Card etc. Further details about the optional allowances will be available to you upon joining IBM in the FBP policy page.

i. Flat allowance

Any un-apportioned amount under FBP plan shall be paid as "Flat allowance"

4. Annual Reference Salary = Annual Basic Salary + Annual FBP

5. Retirals

These elements of compensation are not paid out until later when certain conditions are met

(a) Provident Fund (PF)

12% of Basic Salary is contributed to the Provident Fund

(b) Gratuity

Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company or such other scenarios permitted under law. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 20,00,000.00)

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its



sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM.

Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

ESIC & Statutory Bonus

Additionally, you may be eligible under ESIC and /or Statutory Bonus as per the provisions of the respective laws.

**For detailed information please refer to Company policies, which are subject to change from time to time*

***Any reference to any Acts, Rules or other laws shall be deemed to refer to any amendments, replacements or successors to such Acts, Rules or other laws, as applicable. IBM's decision in this respect shall be final.*



OTHER BENEFITS:

- a) Group Medical Insurance Cover** – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.
- b) Group Term Life and Accident Rider Coverage** – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

Other Benefits– Additional Information*

Group Term Life Insurance Plan

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Medical Insurance Cover

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

*Subject to enrolling the new dependent within 30 days from the date of event.

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/-



(at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

National Pension System (NPS)

NPS is a voluntary scheme which may be opted by all IBM India Regular and FTH employees at their discretion. It's a tax saving retirement vehicle for which you can enroll on IBM Success Factors tool by declaring your desired monthly contribution. The contribution can be a minimum of INR. 500 per month and maximum of 10% (old tax regime) or 14% (new tax regime) of your monthly basic salary. You can find more details about this program on IBM W3 Policy page.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.

**IBM CONFIDENTIAL****ANNEXURE B - NON-DISCLOSURE AGREEMENT****Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : _____ Date Of Hire : ____ / ____ / _____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued



from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters,



which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would



cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date