



May 08, 2024

Vansh Agarwal  
Flat No. 403 K Tower BPTP Park Grandeura Sector 82  
Faridabad 121004  
India

**OFFER & APPOINTMENT LETTER**

Dear Vansh,

Thank you for discussing an opportunity to be a part of the Ciena team.

Based on our discussions, we are pleased to offer you a position in Ciena India Private Limited (the "Company") on the terms and conditions set forth below.

**Position**

You will be employed in the position of Embedded Software Engineer 1A - New Grad(R024494). You will be reporting to Arun Kumar. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, the Company may from time to time change your duties and responsibilities in its sole discretion.

**Location**

1. You will be located at India- Gurgaon- JSK Tower- Plot 13.

2. The Company reserves the right to transfer you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and conditions of your employment set forth herein are not adversely affected by such transfer. The Company further reserves the right, subject to applicable laws, to transfer your employment to any other company or legal entity, as part of any transfer of relevant business of the Company or as part of any restructuring or amalgamation or re-organization plan implemented by the Company or by which the Company is bound.

**Compensation and Benefits**

1. Your gross compensation shall be as set out in Annexure A annexed hereto and includes compensation for your obligations under the Proprietary Information Agreement (shared separately) and will be subject to all statutory deductions and taxes that the Company is required to make.

2. You will be eligible to receive a performance bonus, subject to its terms and conditions, at a rate of 8% of your fixed salary. The annual performance bonus is based on achievement of defined financial and/or corporate performance goals and the disbursement should be subject to and in accordance with the terms and conditions of Ciena's Incentive Bonus Plan, a copy of which is available on Ciena's intranet. The performance bonus is discretionary, and Ciena reserves the right, in its sole discretion, to modify, suspend, withdraw or cancel the performance bonus at any time. You must be employed and not under notice, whether given or received, up to and including the last day of a fiscal year and for the entire final quarter in order to be eligible for a bonus for that fiscal year, unless otherwise stated in the Plan. The Discretionary Incentive Bonus does not constitute part of your usual compensation package. Any grant of performance bonus for a certain period shall not entitle you to a similar grant for succeeding periods.

3. The Company intends to provide all the applicable statutory benefits and such other benefits that the Company may from time to time decide to provide including (a) Employee Provident Fund, (b) Gratuity, (c) Hospitalization Insurance, (d) Life Insurance, (e) Personal Accident Insurance, (f) lunch facility at your place of work or in the alternative lunch subsidy and (g) subsidized transportation facility.

It is however clarified that, except for statutory benefits, such other benefits and entitlements that may be provided to you by the Company are provided to you at a sole discretion of the Company in accordance with applicable Company policy and hence are liable to be withdrawn or changed from time to time.

4. In respect of the non statutory benefits provided to you, the Company may be required to incur costs and expenditure in lump sum on or about the time of your joining or during the course of your employment with the Company, such as payment of premium for hospitalization insurance, life insurance and personal accident insurance. Where such costs and expenditure are incurred by the Company and you voluntarily terminate your employment or if your employment is terminated by the Company for cause during the subsistence of the benefits, the Company shall be entitled to deduct the prorated portion of such costs and expenditure corresponding to the remaining term of the benefits from the final amounts that may be due and payable to you by the Company.

The acceptance of this offer constitutes your express written authorization to the Company to deduct these amounts from your final paycheck to the extent permitted by applicable law. If the final amounts due to you by the Company are not sufficient for payment of such prorated portion of the costs and expenditure you will repay the balance of such prorated portion of the costs and expenditure corresponding to the remaining term of the benefits to the Company within 30 days of such termination.

5. You will be reimbursed for out-of-pocket expenses directly incurred in connection with the performance of your duties and responsibilities on behalf of the Company, subject to submission by you to the Company of all original documents in respect of such expenses.

#### **Leave**

1. You will be entitled to 18 (eighteen) days of earned leave for each completed year of continuous service with the Company. Earned leave is pro-rated based on days of employment in a year (i.e., 1 Jan to 31 Dec). Earned leave accrues on the basis of one day for every twenty days of employment with the Company. The earned leave days can be carried forward from one year to the next as per the policy of the Company. You will be entitled for sick leave, casual leave and other leave as per the policy of the Company. There will be no encashment of any leave except for the earned leaves in case of termination/relieving, to the extent of unused earned leave balance, as on the last day with the Company.

#### **Probation**

1. Your appointment is effective from the date of joining duty at the location specified above. You will be on probation for a period of 6 (six) months from the date of joining duty, which may be extended by the Company in its sole discretion for such further period/periods as it may deem fit. If you successfully complete the probation period, either initial or extended as the case may be, the Company may in its sole discretion confirm your services. You will be deemed to be on probation until you receive the letter of confirmation in writing from the Company and to that extent your probation would be deemed to be extended by the Company.

2. During the probation period, either party may terminate the employment with the Company by giving one month's notice in writing (or paying equivalent basic salary in lieu thereof) and without assigning any reasons therefore; provided that if the notice of termination is served by you, the Company may at its option relieve you from the date as the Company may deem fit even before expiration of the notice period without incurring any obligations to pay any amounts for the unexpired notice period.

#### **Termination of Employment**

1. Upon confirmation of your services following the probation period, the Company reserves the right to terminate your employment at any time by giving up to three months' notice in writing (or by paying equivalent Basic Salary in lieu thereof) without assigning any reasons therefore. You have the right to terminate your employment with the Company at any time by giving three months' notice in writing. Should you request in writing to pay the equivalent Basis Salary in lieu of serving the entire notice period, the Company will determine, at its sole discretion, whether to grant such wish or insist on having you serve the entire notice period. Notwithstanding the foregoing, if you (i) engage in misconduct related to the Company or your employment, including but not limited to any breach of the terms of this appointment letter and the Proprietary Information Agreement, or (ii) are convicted for any criminal offence during the tenure of your service with the Company by a court of law, the Company may terminate your employment immediately, without notice and without payment of additional salary. The termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

2. The Company reserves the right to pay or recover the relevant amounts in lieu of notice. In the event you serve notice of termination, the Company may at its option, relieve you from the date as the Company may deem fit even before expiration of the notice period without incurring any obligations to pay any amounts for the unexpired notice period.

3. In the event you serve notice of termination and you are in the middle of an assignment, the Company may require you to complete all operative parts of the assignment, as determined by the Company, before agreeing to relieve you from the services, even if such completion extends beyond the notice period. In such a case, the Company will pay you salary on then existing terms and conditions up to the date of relieving you from the Company.

4. Upon termination of your employment, you will immediately return to the Company any and all documents, manuals, data, records, confidential information, intellectual property, material, equipment and other property belonging to the Company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the Company, without making any copies thereof and/or extracts therefrom. You will also deliver to the Company immediately all notes, analysis, summaries and working papers relating thereto. The Company will settle your dues, if any, and issue a relieving letter to you only upon your compliance with the terms of this clause under Termination of Employment section.

#### **Proprietary Information Agreement**

1. Your employment with the Company is conditional upon you accepting and signing the Company's Proprietary Information, Inventions and Non-Solicitation Agreement (the "Proprietary Information Agreement") shared separately. It is essential that you carefully read and understand all of your obligations and restrictions contained in the enclosed Proprietary Information Agreement before signing your acceptance to this appointment letter.

#### **Data Privacy**

Ciena will process personal data that you provide to us during the course of your employment in accordance with the employee Data Privacy Notice, a copy of which will be provided to you. You agree to comply with Ciena's data privacy policies, including but not limited to Ciena's policies regarding the processing of personal data and the use of equipment provided to you for use in the normal course of your employment including, without limitation, any method of electronic communication. You agree to keep Ciena up to date in relation to any changes to the personal data that we may process in relation to you. You also agree to provide accurate personal data to Ciena.

## Obligations of Employee

1. You will abide by all Company's rules, regulations, policies and procedures framed by the Company from time to time and applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this appointment letter as if they are specifically incorporated in this appointment letter, including but not limited to those set forth in any applicable employee handbook. Such rules, regulations may include without limitation matters of attendance, conduct, behavior, discipline, working hours, leave, holidays and other applicable benefits. You will take steps to be aware of the Company's rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this appointment letter.

2. During the period of your employment with the Company, you:

- Will exclusively serve the Company;
- Will not engage or become interested, directly or indirectly, without prior written consent of the Company in that behalf, with or without remuneration, in any trade, business, occupation, employment, service or calling whatsoever nor will undertake any activities which are or will be contrary to or conflict with interests of the Company and/or your duties and obligations hereunder; and
- Shall perform your duties and responsibilities with diligence and devotion and shall direct your best efforts to promote the interests of the Company and its operations and all the activities to the extent permitted by law.

3. This employment is offered to you upon the understanding and is conditional upon (i) the credentials; testimonials and particulars submitted by you with or in your application for employment being true, correct and accurate, and (ii) satisfactory verification of your background and references by the Company in a manner as it deems fit. If at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed or the result of the background investigation and verification of documents/information is not satisfactory in the sole opinion of the Company, then notwithstanding your acceptance of this appointment letter, this appointment will be considered ineffective and irregular and would be liable to be terminated by the Company forthwith without notice and without payment of any compensation, whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

## Training Programs

1. During the course of your employment with the Company, you may be required to undergo certain training / knowledge enhancement abroad (the "Program") for a period exceeding 6 (six) weeks, during which time the Company will have to bear the costs and expenses in relation to the Program, including travel costs, stay and related costs.

2. In consideration of the various monetary and other benefits accruing to you while undergoing the Program, as well as the specialized experience obtained by you leading to your professional enrichment, growth and enhanced career prospects, you agree to continue your employment with the Company for a minimum period of one year commencing immediately after completion of such Program (the "Minimum Period"). If you fail to continue your employment with the Company for the Minimum Period, you shall pay the Company an amount equal to 4 full months of your salary as penalty forthwith upon receipt of a first written demand by you from the Company.

3. The acceptance of this offer constitutes your express written authorization to the Company to deduct the above mentioned penalty from your pay cheques in the event of your failure to pay the specified amount to the Company. You will also indemnify the Company against any expenses and costs incurred by the Company in connection with your failure to pay or the Company's attempts to recover the amount specified above.

## Joining Bonus

1. You will be entitled to receive a joining bonus of INR ₹200,000.00 upon satisfactory verification of your background by the Company in a manner as it deems fit ("Joining Bonus"). The Joining Bonus is being paid to you subject to the condition that you will continue to work with the Company for a period of two years from the date of your joining. If you voluntarily terminate your employment or if your employment is terminated by the Company for cause during the said duration of two years, you shall pay back the Joining Bonus to the Company in full as penalty.

2. The acceptance of this offer constitutes your express written authorization to the Company to deduct the Joining Bonus from your final paycheck to the extent permitted by applicable law. If the final amounts due to you by the Company are not sufficient for payment of such Joining Bonus you will repay the remaining part of the Joining Bonus within 30 days of such termination.

## Notice Pay Reimbursement

1. You will be entitled to receive reimbursement subject to deduction of applicable tax on account of any payment 'in lieu of notice', if any, that you paid pursuant to termination of your employment with the immediate previous employer ("Notice Reimbursement"), however subject to section 2 and 3 below. The Notice Reimbursement shall be paid when the following four conditions are met:

- Ciena confirms such Notice Reimbursement to your recruiter at the time of your hiring; and
- The offered position is eligible for such Notice Reimbursement; and
- The receipt or any documentary proof of having paid the said amount is produced, to the satisfaction of Ciena, within 60 days of Joining Date
- Successful verification of your background by the Company in a manner as it deems fit.

2. Whereas, should you leave the services of the Company or if your employment is terminated by the Company for cause within TWO (2) Years from the date of your joining, you shall be required to re-pay the amount so reimbursed in lieu of Notice Reimbursement in full to Ciena in the following manner:

- Adjustment of Notice Reimbursement payout from your Full and Final (F&F) settlement; and/or where F&F settlement amount is not sufficient to provide for Notice Reimbursement,
- You shall be liable to pay amount remaining to be paid on account of Notice Reimbursement after adjusting F&F settlement amount within 30 days of F&F settlement date.

3. Also, by signing this letter, you agree to abide by the terms of this Offer & Appointment Letter including but not limited to be liable for any costs that may be incurred by Ciena as an inference of the legal action that is required for your failure to comply with section 2 above.

#### **Miscellaneous**

1. This offer & appointment letter is governed by the laws of India. It is agreed that any disputes of whatsoever nature between you and the Company will be subject to the jurisdiction of the courts in Gurgaon, India whether they be civil courts, labour courts, industrial tribunals, or any other courts or authority or whatsoever nature.

2. You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

3. The Company reserves its right to terminate the services, after giving a due notice of 30 days or salary in lieu thereof, on account of any redundancy or non-performance in the services on account of continued ill-health which causes the services to lapse for more than 30 days in a row or absconding for a period of 10 working days.

4. Subject to earlier termination of your employment in accordance with this appointment letter, you shall retire from services of the Company on the last day of the month of your 58th birthday, unless otherwise agreed in writing by the parties.

5. You may note that any and all taxes including those taxes which arise from any payments, benefits, etc. received by you from the Company in the course of employment will be borne by you and the Company assumes no responsibility for your personal tax affairs or your liability of such payments and benefits. The Company may deduct or withhold any amounts prior to effecting any payments to you in terms of this appointment letter, in accordance with any provisions of applicable law, rules or regulations as may be in force from time to time, in accordance with applicable law.

6. If any provision of this offer & appointment letter is invalid or prohibited under the applicable law, such invalidity will not affect the validity of other provisions contained herein. Any invalid or prohibited provision shall be replaced by a provision which reflects the original intention of the Company to the extent permissible by the applicable laws.

7. This offer & appointment letter and its attachments, including but not limited to the Proprietary Information Agreement, constitutes the entire understanding relating to your employment with the Company and supersedes all prior offers, statements or representations, written or oral, with respect to your employment by the Company.

8. The terms of this offer & appointment letter are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness and amount to misconduct.

Annexure A

**Compensation Summary**

Name: Vansh Agarwal  
Title: Embedded Software Engineer 1A - New Grad  
Grade\*\*: P1a

**Components / Per Annum(Rs.)**

Basic	: ₹430,500.00
Flexible Benefit Plan	: 799,500
<b>Fixed Salary [A]</b>	<b>: 1,230,000</b>
Provident Fund – Employer's Contribution	: 51,660
Gratuity*	: 20,715
<b>Retirals [B]</b>	<b>: 72,375</b>
Performance Bonus	: 8%
<b>Performance Bonus [C]</b>	<b>: 98,400</b>
<b>Total [A+B+C]</b>	<b>: 1,400,775</b>

\*The terms, conditions and payouts will be in compliance with and equivalent to the amount prescribed under the Payment of Gratuity Act, 1972

\*The terms, conditions and payouts will be in compliance with and equivalent to the amount prescribed under the Payment of Gratuity Act, 1972

\*\*As per Ciena Policy


#### Acknowledgment

If the terms and conditions of this offer & appointment letter along with its attachments and the Proprietary Information Agreement are acceptable to you, please confirm your acceptance by signing and returning this letter. This Offer & Appointment Letter shall be accepted or rejected by you within 5 working days of the date of this Offer Letter. In the event, you do not indicate your acceptance within said 5 working days period, this Offer & Appointment Letter shall be deemed to have been rejected and stands withdrawn upon the expiry of the said 5 working days period. Further, if the terms and conditions are acceptable, you shall join services of the Company no later than July 08, 2024 or as may be mutually agreed by your HR Representative(or recruiter) and yourself in writing, failing which, notwithstanding your acceptance of this appointment letter, the Company's offer to you and this appointment letter shall be deemed to be withdrawn and be of no effect and consequences.



**Brian Ivay**  
**Vice President, People & Culture**

I confirm that I have read, understood and accept the terms of this offer & appointment letter and its attachments, including but not limited to the Proprietary Information Agreement.

Signature of the Employee:   
Dated: May 10, 2024