



November 25, 2021

*PERSONAL AND CONFIDENTIAL TO:*

**Ashu Garg**

Mh Kanoon Goyan , Faridpur , Bareilly,  
Uttar Pradesh - 243503

**Employment Letter**

Dear **Ashu**,

We are pleased to offer you employment with Epicor Software India (P) Limited ("Epicor" Or "The Company") pursuant to the terms and conditions set out in this Employment Letter.

**Terms and Conditions**

**Position and Commencement of Employment**

You will be employed by the Company in the position of **Product Developer** reporting to **Manager Product Development** or to such other position as Company Management may determine from time to time. Your first day of employment will be **February 9, 2022**(the “**Start Date**”).

Your initial place of posting will be at Epicor's Bangalore office. However, your services are transferable, and you may be seconded or deputed by Epicor to any affiliate company (including its parent, subsidiaries and joint ventures) in India or abroad or to any customers of Epicor; whether existing as on date of your appointment / contract or to be established thereafter, at the discretion of Epicor.

You will be governed by the rules, regulations and other Company policies (together the "**Company Policy**") of Epicor as applicable, enforced, amended or altered from time to time during the course of your employment. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable from time to time.

Your employment with the Company is subject to the following documentation being signed electronically during your onboarding and obtained from you before or on the Start Date (or any other documentation as may be intimated to you by the Company from time to time):

- Worldwide Code of Business Conduct
- Proprietary Rights Agreement
- Proof of your stated qualifications

Your employment is effective from the start date.

**Compensation**

Starting from the Start Date, you will be paid an Annual CTC (cost to the company) of **INR 1,918,579.00** in accordance with Epicor's regular monthly payroll. Your annual CTC comprises of Fixed salary, Variable pay and appropriate employer PF contributions as summarized in attached Annexure "A".

Further, the payment of your salary, other allowances and reimbursements are subject to income tax, employment/professional tax and other taxes and such statutory deductions as required in accordance with the applicable legislations from time to time. Your salary will be credited on the last Friday of the month or a day earlier in case the payday happens to be a holiday.

All expenses incurred by you on behalf of the Company as permitted by an authorized officer of the Company, in connection with your duties will be reimbursed to you at actuals/as per the eligibility indicated in the Company policy, and if you present appropriate vouchers/documents as per the accounting policies of the Company.

Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

### **Epicor Incentive Bonus**

As the Product Developer, you will be eligible to participate in the Epicor Incentive Bonus ("EIB").

Your participation in the EIB will begin the first full fiscal month following your date of hire.

Participants with a start date during the last quarter of the fiscal year, on or after July 1, will be eligible to enter the plan at the beginning of the upcoming fiscal year. Your annualized target bonus will be **3%** of your base salary and payment will be subject to achievement of company financial measures. Your annualized payout will be prorated based on the number of full fiscal months for which you are a participant during the plan year. Payout percentages may range from 0 - 140% depending on upon the Financial Measures achieved. The payment will be subject to the terms of the EIB plan document and may change at the discretion of the Board of Directors at Epicor Software Corporation.

### **Sign-On Bonus**

A Sign-On Bonus of Rupees **INR 50,000.00** will be paid to you on joining Epicor. This amount is paid with your first salary payout and is subject to the following conditions;

- Amount will be subject to standard tax deductions.
- On resignation or termination of employment contract within the first 12 months of your date of joining, 100% of the sign-on bonus amount will be recovered.
- On resignation or termination of employment contract between 13-24 months of your date of joining; 50% of the sign-on bonus amount will be recovered.

### **Relocation**

Epicor will provide you agreed relocation expenses less applicable payroll deductions on taxable expenses to be used towards your relocation-related expenses. All relocation original expense reimbursement requests must be properly documented and submitted within the six (6) month period following your start date. Unless otherwise agreed to by Epicor in writing in its sole discretion, this amount must be repaid to Epicor Software Corporation should you voluntarily terminate employment within one year of your joining date. Payment will be made along with payroll.

### **Benefits**

You will be covered by the employee group health and benefits Insurance schemes of Epicor. The details of the policy will be given upon joining Epicor. The company reserves the right to modify, amend or terminate any employee benefits or compensation programs at any time for any reason, without compensation for any such change or discontinuance.

### **Leave/Time Off**

You will be entitled to 15 days of **Paid Time off (PTO)/Annual Leave** as per the leave policy of Epicor, which shall be made available to you upon your joining date. Leaves will be prorated based on your joining date in the calendar year.

In addition to the above, Epicor would also be providing 12 days of **Sick/Casual Leave** as per the state government laws.

A list of 10 approved **Public Holidays** is also published annually during which the offices remain closed.

### **Rules**

You shall be governed by the rules and regulations of Epicor ("**Rules**") in force, which may be amended from time to time by Epicor during the course of your employment. Such amended Rules shall be communicated to you.

### **Duties**

In addition to the normal responsibilities / duties associated with the above position, you may also be assigned other duties as deemed fit and proper by Epicor.

You shall discharge your duties and responsibilities and conduct yourself with honesty, diligence, orderliness, obedience and faithfulness towards Epicor.

You shall uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will help to promote and expand the business of the Company.

You shall handle all the property of the Company, including but not limited to working systems such as laptops / desktops as provided by the Company with utmost care. In the event you are responsible for causing any damage to the Company's property, you shall be liable to indemnify the Company towards the same. The same shall be recovered from the amounts due and payable to you, in the first instance and you shall immediately, on demand, reimburse the shortfall to the Company.

### **Background Check, References and Required Document**

Your employment (if commenced prior to completion of Epicor's background check), is also contingent on Epicor's verification of background information (including credentials, testimonials and other particulars) as provided by you on the background vetting form/application and as part of the background check process. If your employment commences prior to the completion of Epicor's background check and you fail to clear your background check, Epicor shall have the right to terminate your employment immediately with one week's notice or payment in lieu of notice.

In addition, your employment is contingent on Epicor's review of and satisfaction with your references. In accepting this offer, you agree to cooperate with Epicor and seek the cooperation of others in completing the reference process in an expeditious manner. If your employment

commences prior to the completion of Epicor's reference check and you fail to clear your reference check, Epicor shall have the right to terminate your employment immediately with two weeks' notice or payment in lieu of notice.

Upon joining Epicor, as applicable, you are required to furnish a letter from your current employer relieving you of your duties, as well as a salary certificate and Form 16 specifying income tax deducted. At the time of joining, you will also be required to bring and submit copies of mark sheets and certificates of Graduation and Post-Graduation (if any).

### **Probation Period**

Your employment is subject to a probation period of 90 days starting from the start date. You are required to conform to Epicor's specific performance standards during the probationary period as well as throughout your tenure at Epicor. The performance standards will relate to the duties and as well as the expectations for conduct and suitability to the workplace.

Where, at any stage of the probation period, if your performance, conduct and/or suitability do not meet such performance standards, Epicor can terminate this relationship of employment by way of a written notice of 1 month or payment of 1 month salary in lieu thereof. Further, you may terminate your employment during the probation period by giving a prior written notice of 1 month to the Company, provided, however that, the Company may, at its discretion, for any reason whatsoever, relieve the Employee from his duties at any time after receipt of such notice.

Epicor, at its discretion, may extend your probation. It is clarified that, unless Epicor issues a written confirmation letter, your employment will not be deemed to be confirmed.

### **Working Hours**

Our regular business hours are between 9:30AM to 6:00 PM, Monday to Friday. Please note that our core business hours are between 11AM to 4 PM, where you are expected to be in office during this period. **This timing will not be applicable those employees who work in afternoon/evening/night shifts.** Your working hours should not ordinarily exceed 40 hours a week irrespective of the shifts that you might be working in. Actual work schedules and shifts may vary from time to time based upon business and customer service requirements. It is expressly agreed that if you fail to perform the work assigned to you or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you.

### **Intellectual Property Rights**

All services rendered by you to the Company shall be considered to be on 'work for hire' basis.

Any invention, development, process, adaptation or improvement in procedure or other matters or works including any artistic, literary or other works which can be subject matter of copyright or any other intellectual property rights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of Epicor, in connection with or in any way effecting or relating to the business of Epicor or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to Epicor and shall belong to and be the sole and absolute property of Epicor and you will not have any claims on the same.

You undertake to execute, acknowledge, make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate copyright, patent or design and other property rights in all jurisdictions with respect to any invention, claim or work including not limited to (i) copyright/patent/design applications (ii) any other applications for securing, protecting or registering any property rights

relating to such works and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

The Company shall at all times have the right to access and monitor all data and e-mails created, sent / received or stored by you using Company facility and on Company's system, at any time, without giving you any prior notification. You are not permitted to access, download and store any Company data and e-mails on your personal devices. If you do so, you hereby grant the Company the right to access your personal devices to delete all such data. All such data and information shall be the property of the Company at all times.

### **Confidentiality**

Your employment may require you to deal with confidential information of Epicor and its customers on a regular basis. The present Employment Letter is conditional upon you signing the Proprietary Rights Agreement and the terms and conditions stated therein are in addition to the terms and conditions stated hereunder:

You shall not disclose to any unauthorized person, either during or after your employment with Epicor, any information about the interest or business of Epicor or any of its affiliated companies.

You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Epicor except with the prior written consent of an Epicor Senior Executive Officer.

You will not during your employment with Epicor or at any time thereafter, divulge or make known any information in any way whatsoever relating to Epicor or its business or of its customer and / or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any Company information or any other information gained or acquired or imparted to you in the course of your employment.

The confidentiality obligations herein shall not prevent you from disclosing the confidential information if required by law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that you give the Company notice of such intended disclosure and an opportunity to oppose the same.

You hereby confirm that you have disclosed, fully to Epicor, all of your business, interests whether or not they are similar to or in conflict with the business(es) or activities of Epicor and all circumstances in respect of which there is or there might be, a conflict of interest between Epicor and you or any immediate relative or associate. You agree to disclose, fully to Epicor, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. During separating from your employment with Epicor, you shall forthwith return to Epicor all the assets and property of Epicor (including any leased properties), laptop, documents, files, books, papers, memos or any other property of Epicor in your possession or under your control and including all information, whether confidential, intellectual property related or otherwise, received from or relating to the Company or acquired during the course of your employment, contained on or in any media, electronic or otherwise.

### **Conflict of Interest**

Your position with Epicor calls for your whole-time employment and you will devote yourself exclusively to the business of Epicor. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business or engage in any other employment, occupation, consulting or other business activity directly related to the business in which Epicor is now involved or becomes involved during the term of your employment, without the written permission from Epicor.

### **Non-Compete and Non-Solicitation**

During the continuance of your employment with the Company and for a period of 12 (twelve) months thereafter, you shall neither directly or indirectly, without the prior written consent of the Company, (i) recruit; (ii) solicit; or (iii) induce, or attempt to do so, any current or potential, employee, personnel, consultant, customer, client, vendor or advisor of the Company to terminate their relationship with the Company or reduce the extent of such relationship with the Company or its affiliates, whether directly or indirectly (whether in your own capacity or in conjunction with or on behalf of any other person).

During the continuance of your employment with the Company and for a period of 12 (twelve) months thereafter, you shall neither directly nor indirectly own, conduct, engage in, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in or in any manner be associated or connected with, whether for or without remuneration, in any business, individual, partnership, firm, corporation, limited liability company or partnership, or other entity whatsoever similar to or competing directly or indirectly with the business of the Company, nor undertake or be engaged, directly or indirectly in any activities or do any act or thing which would, or is likely to, be detrimental to the interests, business or reputation of the Company, its subsidiaries or affiliates.

In the event that the time period specified in above 2 paragraphs be required to be curtailed in order to render the said provisions enforceable in accordance with applicable laws, it shall be deemed that you and the Company have hereby agreed that such period shall without any further act, deed or thing be deemed to have been reduced to such shorter enforceable period.

You acknowledge and agree that the services provided by the Company are, or are intended to be provided on an all India basis. Accordingly, you agree that the restrictions mentioned in this Clause shall apply throughout India.

### **Termination of Employment**

Subject to termination as provided in this Employment Letter, you are employed by Epicor for an indefinite term. Both Epicor and you recognize that certain conditions set out in this Employment Letter will survive past termination of employment. Either the Company or you may terminate this appointment by giving 60 days' notice in writing or, in the case of Epicor, payment of 60 days' fixed salary in lieu thereof. Epicor may immediately terminate your services without any compensation or notice thereof, if you are in 'material breach' (as enumerated under **Annexure B** of this Employment Letter).

In the event of your continuous absence for a period of 10 working days or more, without formal request or permission from management for the same, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of contract of employment shall be deemed as repudiation of contract of employment at your end and not as a termination of service by Epicor. In the event that you choose to terminate the contract; Epicor may, at its discretion, relieve you from such date as it may deem fit even before expiration of the notice period, without incurring any liability to pay you compensation for the unexpired period of the notice period.

During the notice period, Epicor may ask that you only perform specific duties or no duties at all and may ask you not to attend work during all or any part of such notice period. In addition, Epicor may instruct you not to communicate with suppliers, clients, investors, employees, agents, trustees or representatives of Epicor and/or any of its affiliated companies.

During the notice period, you shall be required to complete your handover process to the complete satisfaction of the Company. In the event that you are unable to complete your handover process to the complete satisfaction of the Company by your last working day, depending on the nature of the pending process, or as deemed fit by the Company, you may be required to visit the Company's office, post your last working day, till the completion of your handover process to the completion satisfaction of the Company. You acknowledge that your full and final settlement shall be processed by the Company, only after satisfactory handover of your duties to the person designated by the Company. You further agree that the Company has the right to recover from you any dues

and costs that may be incurred by the Company due to your failure to uphold your contractual obligations.

You shall not be entitled to any severance upon termination of your employment, save and except any part of your remuneration, which is due and accrued at such time, and unpaid.

Consequences of termination and survival of obligations:

- Termination of this Employment Letter shall be without prejudice to the rights and claims accrued to either the Company or you for any antecedent breach.
- The Company shall pay all outstanding amounts due to you during the term of employment.
- Clause Company's Intellectual Property Rights, Clause Confidential Information, Clause Non-compete and Non Solicitation, Clause Indemnity and Clause Governing Law, Jurisdiction and Dispute Resolution shall survive termination of this Employment Letter.

### **Employment Acceptance, Start Date**

This Employment Letter must be accepted within 48 hours of your receipt and your employment at Epicor shall start on **February 9, 2022** and/or a date that has mutually been agreed upon. In case you do not report for the job on or prior to the agreed upon date, this Employment Letter will stand automatically rescinded.

### **Indemnity**

You shall, at all times during the course of your employment in the Company (and even after the termination of this Employment Letter with respect to the terms contained herein), agrees to fully indemnify and keep indemnified the Company, its officers, directors and employees ("**Indemnified Persons**"), as the case may be, from and against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings, actions, suits, and demands that may be suffered or incurred by, or claimed against, the Indemnified Persons, arising as a result of the breach of this Employment Letter by you.

### **Governing Law, Jurisdiction and Dispute Resolution**

**Dispute Resolution:** In case of any dispute between you and the Company in connection with this Employment Letter or the interpretation of any of the terms and/or conditions contained in this Employment Letter, the dispute shall be referred to arbitration by a sole arbitrator to be appointed by the Company. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof for the time being in force. The mediation or arbitration shall be conducted in English and the venue for the same shall be in Bangalore, India. Subject to the foregoing, the courts at Bangalore shall have exclusive jurisdiction.

**Governing Law and Jurisdiction:** This Employment Letter shall be governed by the laws of India and the courts of Bangalore, India shall have exclusive jurisdiction to try all disputes between you and the Company pursuant to this Employment Letter, not resolved amicably or within 90 (ninety) days of reference to arbitration under the Clause 18.1 above.

### **Notices**

All notices, statements or other communication required or permitted to be given or made to you in relation to your employment will be in writing in the English language and delivered by electronic mail or sent by registered post acknowledgement due to your email id and address as registered with the Company in its records.

### **Information**

You will keep us informed of any changes of your residential address or civil status by making the necessary changes within our Human Resources Information System, as will be presented to you upon your first week at Epicor.

You agree and understand that the Company may, from time to time, during the course of your employment, require information, including any information that may be classified as “Sensitive Personal Information” under the Information Technology Act, 2000, (collectively the “**Information**”) from you. You hereby authorize the Company to be able to collect, store, transmit using computer resources and use any and all Information (unless restricted by applicable law) that may be provided by you to the Company. You further authorize the Company to disclose the Information to group companies or third parties for the purposes of processing or for any other reason that the Company may deem necessary irrespective of whether such group company or third party is located in India or any other country.

“Sensitive personal information” means such information which consists of information relating to

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- physical, physiological and mental health conditions;
- sexual orientation;
- medical records and history;
- biometric information; and
- Any of the information received under above clauses by the Company for processing or storage under lawful contract or otherwise.
- If the above conditions are satisfactory and you wish to accept this offer of employment, please sign at the end of the page and place your initials and date on all the pages of the attached duplicate copy of this letter, which shall serve as your formal acceptance of this offer.

#### **Other Terms and Conditions**

- This Employment Letter along with the Proprietary Rights Agreement, the Company Policy and Rules shall constitute the complete, exclusive and final agreement between the Company and you with regards to your employment with the Company. This Employment Letter along with the Proprietary Rights Agreement, the Company Policy and Rules supersedes all previous communications, prior understandings, arrangements, assurances and agreements between you and the Company whether oral, written, express or implied.
- If any provision of this Employment Letter or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Employment Letter and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Employment Letter shall be valid and enforceable to the fullest extent permitted by law.
- No failure by the Company to exercise or no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by the Company preclude any other or future exercise of any right hereunder by the Company.
- All remedies of the Company under this Employment Letter, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- This Employment Letter shall not be amended, terminated, or superseded except in writing between yourself and the Company.
- Words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Employment Letter and shall be ignored in construing the same.



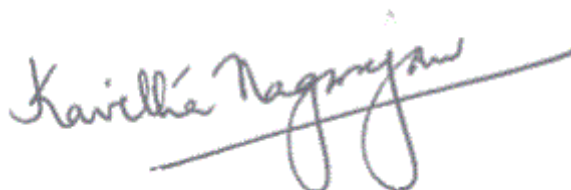
- You hereby represent and warrant to the Company that you have reviewed this Employment Letter with your attorneys and such other advisors (or, if no such review has occurred, that you have had adequate opportunity to do so and you have voluntarily chosen not to review this Employment Letter and have concluded that the covenants contained herein are fair and reasonable.

If the above conditions are satisfactory and you wish to accept employment with Epicor, please sign at the end of the page and place your initials and date on all the pages of this Employment Letter, which shall serve as your formal acceptance of this Employment Letter.

By choosing to accept this Employment Letter you confirm that you have no obligations, of any kind, surviving with your previous/current employer that restricts or inhibits you from joining Epicor and carrying out such responsibilities, as Epicor may deem appropriate from time to time.

Thank you and we sincerely wish you a rich and rewarding career at Epicor!

With Warm Regards,  
For Epicor Software India Private Limited,



Kavitha Nagarajan  
Director, Human Resources

**The Annexure A (Salary Breakup) is attached with this E-Offer. Please see the attachment below.**

**ACKNOWLEDGED AND ACCEPTED:**

I have received a copy of this Employment Letter and have read and understood its contents. My signature or electronic signature confirms my acceptance of this employment agreement with Epicor.

**ANNEXURE B**

**Material Breach**

The following acts shall constitute 'material breach':

1. Incorrect information or particulars furnished by you in your application / personal data form or during the interview, or later during the tenure of your service in the Company as the case may be;
2. Willful misconduct or negligence in the performance of your duties;
3. Willful insubordination or disobedience whether or not in combination with another or any lawful and reasonable order of a superior;

4. Initiating or participating in an illegal strike or abetting, inciting, instigation or action in furtherance thereof;
5. Willful slowing down in performance of work or abetment or instigation thereof;
6. Theft, dishonesty or misappropriation by you of property of the Company or the commission of an act or acts by you constituting fraud against the Company or theft of property of another employee within the Company premises;
7. Taking or giving bribes or any illegal gratification;
8. Habitual absence without leave or overstaying the sanctioned leave without sufficient grounds or proper satisfactory explanation;
9. Habitual late attendance, without sufficient grounds or proper satisfactory explanation;
10. Neglect of work or gross or habitual negligence;
11. Continued failure to render your services to the Company as provided hereunder which failure is not remedied within 30 (thirty) days after written notice thereof from the Company;
12. Breach of any Company Policy or Rules or notices issued by the management of the Company from time to time;
13. Engaging in any trade within the premises of the establishment of the Company;
14. Drunkenness, riotous, disorderly or indecent behavior on the premises of the establishment of the Company;
15. Commission of any act subversive of discipline or good behavior on the premises of the establishment of the Company;
16. Breach of any rules or instructions for the maintenance and running of any department or the maintenance of the cleanliness of any portion of the establishment;
17. Commission of any act or omission for which a fine may be imposed under relevant laws;
18. Willful damage to work in process or to any property of the establishment;
19. Disclosing to any unauthorized person any information with regard to the process of the Company, which may come into your possession in the course of your employment with the Company;
20. Gambling within the Company premises;
21. Smoking or spitting on the Company premises;
22. Failure to observe safety instructions notified by you or interference with any safety device or equipment installed within the Company;
23. Canvassing, propagating, directly or indirectly, for any other company or person for their products/goods. You shall work for the Company and shall not keep or carry with yourself order books, forms or samples for the products of anyone else. You shall not secure or solicit orders or canvas for any other products and in case found canvassing or intending to procure orders or in possession of samples or any other document, papers, showing that you are in any way interested for anyone else;
24. Refusal to accept an order or other communication served by the management of the Company;
25. Unauthorized possession of any lethal weapon in the Company;
26. Material breach of the terms and conditions of this Employment Letter by you or any documents entered into by the Company with you, which is not remedied within 30 (thirty) days after written notice thereof from the Company; and/or
27. Your conviction of any offenses indictable under the Indian Penal Code, 1860 or any amendments thereto.

The acts constituting 'material breach' are not exhaustive and the Company at any time at its sole discretion may amend the above as per its policies, whereupon, the updated acts constituting 'misconduct' shall be intimated to you in writing and shall be deemed to be incorporated by reference into this Employment Letter.

## Attachments

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[Offer Break Up- Ashu.pdf](#)

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