

SGI/OL/2022/328

July 22, 2022

Harsha Nagaraju

Keerthi Nilaya, Mahalakshmi Nagar, 3rd Cross,
Near Mahalakshmi Temple, Gubbi, Tumkur Distt - 572216.

Dear Harsha,

We are pleased to confirm our offer of employment to you. Set below are details of your employment, compensation and benefits package (hereinafter referred to as "Terms and Conditions of Employment").

- 1 **Position, Location, Working Hours, Shift Working, Retirement and Right of Scientific Games**
- 1.1 You will be employed as **Associate Software Engineer** by SG Lottery India Private Limited (hereinafter called as Scientific Games / Company).
- 1.2 You will be based at our office in **Bangalore**. However, your services are transferable, and you may be seconded or deputed to any operation under the management of Scientific Games, their parent, subsidiaries or affiliates whether in India or abroad.
- 1.3 Except as provided herein, the period commencing on the date of commencement of your employment with the Company and expiring on the date of termination of your employment with the Company shall be referred to as the "Employment Term". The Offer Letter, or any amendment thereto, is not intended to create, and does not create, an agreement of employment for any specific term.
- 1.4 You will be on probation until your successful completion of the probationary period is confirmed in writing. **The probation period is six months and may be extended at your managers' discretion.** At any time during this probation period you or the company may terminate your employment by giving Two month notice in writing or by payment of pro-rated Two month annual gross salary.
- 1.5 During the term period of this Agreement, the Company may change your above mentioned post (or position) or location based on the Company's production, operation or working requirements or according to the employee's working capacities and performance, including but not limited to adjustments made to the employee's job description or work place, promotion, work transfer at the same level, and demotion, or adjustments made to the employee's responsibilities without any change to employee's post (or position).
- 1.6 You are agreeing that during the Employment Period, you shall devote your full business time to the business affairs of the Company and shall perform the duties assigned to you faithfully and efficiently, and shall endeavour, to the best of your abilities to achieve the goals and adhere to the parameters set by the Company.
- 1.7 Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays in case you are working on a shift basis.
- 1.8 Scientific Games may at any time on issuance of prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.
- 1.9 Retirement age in the Company is 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice at the sole discretion of the Company. You may also be retired earlier if found to be medically unfit by a certified doctor.

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Registered Office: Level 8, Navigator Block, International Tech Park Bangalore, Whitefield Road, Bangalore-560 066, India.

Tel: 91-80-4081 2600, FAX: 91-80-4115 6268.

www.scientificgames.com. CIN: U72900KA2022FTC157864

Contact HR.India@scientificgames.com

- 1.10 Scientific Games reserves the right to change any terms and conditions related to employment, mentioned in the offer letter and the Rules and Regulations governing the conduct of the employees in the Company. Such changes would be intimated by the Company through an internal communication to the employees at large.

2 Compensation

- 2.1 Your Total Remuneration will be **INR 8,05,468/-** (Rupees Eight Lakh, Five Thousand, Four Hundred and Sixty Eight Only).
- 2.2 You will be liable to pay all taxes and liabilities as required under Indian Tax Laws. With the exception of the obligation to withhold taxes from your remuneration, Scientific Games assumes no responsibility for your personal tax matters. The tax liability/ies during any posting abroad would be indicated separately.
- 2.3 When your employment ends any leave balance outstanding in your name may be encashed subject to a limit of 48 and subject to the discretion of the management. This limit can be changed time to time at the sole discretion of the Company. Any such change will be announced to the employees at large through an internal communication. If you are summarily dismissed or leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

3 Retirals

- 3.1 Contributions to provident fund will be made at the rate of 12% of monthly basic salary. There will be a matching statutory contribution of 12% of monthly basic salary by the company. Both contributions are part of the Total Remuneration amount as in para 2.1 above. The rates are subject to change if the relevant laws are modified by the regulatory authorities.
- 3.2 Gratuity will be provided at the rate of 15 days of basic salary for every year of service, to be availed of only after five years of service. Contributions are part of the Total Remuneration amount as in para 2.1 above.

4 Insurance

You will be covered under companies Group Medical & Life Insurance policy as stated below:

Life Insurance coverage for employee : INR 40,00,000.00

Accident Insurance coverage for employee : INR 15,00,000.00

Family Medical Insurance coverage : INR 6,00,000.00

Premiums on the above insurance policies are part of the Total Remuneration amount as in para 2.1 above.

5 Notice of Termination of Employment

- 5.1 You may terminate your employment by giving two month notice in writing to Scientific Games. Scientific Games shall at its sole discretion may decide to relieve you before the completion of the notice period by paying for the remainder of the notice period. On situations where you request for an early release, Scientific Games at its sole discretion can decide to accept or deny such a request, and to either recover or waive off balance notice period pay. In the event Scientific Games deny to waive off your balance notice period pay, you hereby acknowledge and agree that Scientific Games shall have the liberty to setoff or adjust balance notice period pay from the wages payable towards full and final settlement.

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- 5.2 Scientific Games may terminate your employment by giving you two month notice in writing or by payment of pro-rated two-month annual gross salary.
- 5.3 Scientific Games may terminate your employment with immediate effect upon your gross misconduct resulting in material damage to the Company, willful insubordination or disobedience, theft, fraud or dishonesty, willful damage or loss of Employer's property, bribery and habitual lateness or absence, or any other willful and material breach of this Agreement. If at any time you violate to a material extent any of the covenants or agreements set forth in Sections 7 and 11, the Company shall have the right to terminate all its obligations to make further payments under this Agreement. You are acknowledging that the Company would be irreparably injured by a violation of Section 7 or 11 and agrees that the Company shall be entitled to an injunction restraining you from any actual or threatened breach of paragraph 7 or 11 or to any other appropriate equitable remedy without any bond or other security being required.
- 6 Confidentiality**
- 6.1 You shall perpetually treat as strictly confidential all records, data, and other information that comes within his/her knowledge during the Employment Term. Further, you shall not copy, reproduce and/or disclose any of the Confidential Information to any other party without the prior written consent of the Company. The term "**Confidential Information**" includes, but is not limited to the following information, whether in oral, written, diskette, graphic or machine readable form: (a) information or material proprietary to the Company, including, but not limited to, information relating to the business affairs of the Company and/or any of its customers, clients, vendors, suppliers, consultants, employees, distributors or service providers, (b) information designated as confidential by the Company, (c) information about the Company and/or its business acquired by the Employee by virtue of his/her employment with the Company, (d) information created, discovered, developed or made known to the Company by the Employee during the period of or arising out of the Employee's performance of his/her obligations, (e) trade secrets of the Company; (f) policies, employee names or information, consultant names or information, customer base, manuals, designs, procedures, formulas, discoveries, inventions, improvements, concepts, ideas, future plans and budgets, unannounced organizational or staffing changes, financial analyses, competitive analyses, management information, technical data and market studies; and (g) any other information imparted in confidence to the Employee by the Company. "Confidential Information" shall not include information which is now, or which hereafter, becomes, through no wrongful act or omission on the part of the Employee, in the public domain.
- You must not anywhere, at any time after termination of your services or employment with the Scientific Games, either personally or through agents, friends or relatives, directly or indirectly, represent yourself as being connected to or interested in any way in the business of the Scientific Games. In the event of breach of any of the conditions mentioned above, the Scientific Games shall be entitled to injunctive relief and / or specific performance of the Terms and Conditions of Employment.
- 6.2 On the date of termination of Employee's employment with the Company or at such time as directed by the Company, you shall return to the Company all Confidential Information furnished by the Company and shall not retain duplicates or other record of such information. Further, you shall cause the destruction of all written material, memoranda, notes, and other

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writings or digital and electronic recordings whatsoever based upon the Confidential Information, wherever located and, you shall give a written certification for such destruction.

7 Non-Solicitation of Customers and Employees and Non-Compete

- 7.1 You will not for a period of one year after termination of your employment, either directly or indirectly, and whether on your own behalf or on behalf of any other business or person which is in competition with any business carried out by Scientific Games either in India or anywhere globally, canvas, solicit, attempt to entice away or otherwise accept the custom or business of any client of Scientific Games for whom Scientific Games has provided service and with whom you have had business dealings on behalf of Scientific Games within the last 24 months of your employment, and
- 7.2 You will not for a period of one year after termination of your employment solicit or entice away or engage from Scientific Games or offer or cause to be offered any employment to any person employed by Scientific Games during the last 24 months of your employment (whether or not such person would be in breach of their employment or appointment terms).
- 7.3 You will not for a period of one year after termination of your employment perform your duties for any person or entity which competes with Scientific Games business either in India or anywhere globally if Scientific Games is still engaged in the company business during this 12 month period.
- 7.4 In consideration of the compensation being paid by the Company, and in recognition of the fact that you will have access to Confidential Information and other valuable rights of the Company, you acknowledge and agree that you have certain obligations to the Company with respect to non-competition and non-solicitation of the Company's customers and employees, as more fully set out in Sections 7.1, 7.2 and 7.3 of this Offer Letter. You further acknowledge and agree that you will continue to adhere to these obligations, notwithstanding his/her termination of employment with the Company.
- 7.5 You agree that, during your employment with the Company, and after your employment with the Company terminates for any reason, you shall not, publicly or privately, disparage or make any statements (written or oral) that could impugn the integrity, acumen, ethics or business practices of the Company, except to the extent (and only to the extent) necessary in any judicial action to enforce the provisions of the Offer Letter, or any amendment thereto, or in connection with any judicial or administrative proceeding to the extent required by applicable law.
- 7.6 You agree that the duration and scope of this restrictive covenant provision, set forth in this Section 7 is reasonable. Further, if a court determines the restrictive covenants set forth by the Company are overbroad, vague, or unenforceable in any respect, the court may enforce the restrictive covenants to the greatest extent the court deems appropriate and may modify the covenant accordingly.

8 Intellectual Property

- 8.1 You agree that all intellectual property, including without limitation inventions, improvements, ideas and discoveries, whether patentable, copyrightable and/or reduced to tangible form (collectively hereinafter "**Intellectual Property**") made by you during the Employment Term, either alone or jointly with any other person(s), whether or not during regular business hours, which relate to or are connected or are capable of being worked in connection with the Company's business activities, are the sole property of the Company. You

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will disclose fully to the Company such Intellectual Property, both while in the service of the Company and thereafter and at the request and at the expense of the Company and take such steps as may be necessary for the Company to obtain applicable protection for such Intellectual Property. You shall, at the expense of the Company, assign absolutely and beneficially all such Intellectual Property and right, title and interest in and to the same, which is now in existence or hereafter created (and related improvements), which are required to be disclosed by the terms of this Agreement, or any amendment thereto, to the Company or as it may direct from time to time. You agree to waive all rights granted by Section 57 of the Indian Copyright Act of 1957, which may vest in the Employee (whether during the date of this termination of the Terms and Conditions of Employment) in connection with your authorship of any copyright works created in the course of your employment with the Company. All such copyright works shall belong to the Company.

9 Offer Validity

- 9.1 This offer is valid for a period of 3 days from the date of issue. We need a written communication on your acceptance and date of joining, within 3 days else the offer stands withdrawn.
- 9.2 The company has made the offer of employment based on the bonafide statements and facts provided by you. At the time of employment or during employment if the company finds the information provided to be false or misleading, it reserves the right to take appropriate disciplinary action against you.

10 Equitable Relief

You agree that your obligations as set forth by the Offer Letter or any other amendments are necessary and reasonable in order to protect the Company's business and you expressly agree that monetary damages would be inadequate to fully compensate the Company for any breach by you of the Offer Letter or any other amendments. Accordingly, you agree that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, equity or otherwise, the Company shall be entitled to seek equitable relief, including, but not limited to temporary and permanent injunctive relief against any threatened or continuing breach of the Offer Letter or any other amendments, without the necessity of proving actual damages.

11. Obligations of the Employee

- 11.1 You shall comply with all applicable Scientific Games policies and guidelines during the course of this employment, including, but not limited to IT and security practices in connection with access to data, information or systems of Scientific Games. You further undertake and agree not to share or transfer any data, literature, work or material in connection with the Services outside Scientific Games to any third party.
- 11.2 You shall not knowingly do any act or anything, which may injure or tend to injure or adversely affect the reputation of Scientific Games and its businesses.
- 11.3 You shall always ensure that your conduct is in accordance with all the rules, regulations and policies of Scientific Games as notified from time to time, including but not limited to Code of Conduct, Leave Policy and Sexual Harassment Policy. If you violate this term in the agreement, you shall be fully responsible for your actions and Scientific Games shall not be held responsible for any illegal acts committed at your discretion.

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- 11.4 You will not take up part-time or full-time employment or consultation with any other party which includes rewards in kind or cash.
- 11.5 SG Lottery India Pvt Ltd will be issuing you the required equipment/assets to perform your roles successfully as per business requirement (Laptop/ Desktop/ cell phone/ ipads etc) which will get assigned in your name during your tenure with company. You acknowledge that you will take proper care of all company equipment that you are entrusted with. You further understand that upon termination, you will return all company property and that the property will be returned in proper working order. You understand, you may be held financially responsible for lost or damaged property. This includes, but is not limited to, laptops, cell phones and other equipment. You acknowledge and understand that failure to return equipment will be considered theft and may lead to criminal prosecution by Company.

12 General Provisions:

- 12.1 **Waiver:** The failure to exercise any right provided in the Offer Letter or any other amendments shall not be a waiver of prior or subsequent rights for the Company.
- 12.2 **Governing law and jurisdiction:** The Offer Letter, or any other amendments shall be governed by, and construed in accordance with the laws of India, and the courts at Bangalore shall have the exclusive jurisdiction to settle any claim or matter arising under the Offer Letter, or any other amendments.
- 12.3 **Binding nature:** You acknowledge that the services to be rendered by you are unique and personal. Accordingly, you may not assign any of your rights or delegate any of your duties or obligations under the Offer Letter or any other amendments. In the event that the Company shall be merged with, or consolidated into, any other corporation or entity, or in the event that the Company shall sell or transfer substantially all of its assets to another corporation or entity, the terms of the Offer Letter or any other amendments shall inure to the benefit of, and be assumed by, such corporation or entity.
- 12.4 **Acknowledgement:** You acknowledge that you had the opportunity to discuss the terms of this Offer Letter with and obtain advice of counsel and ask questions to the Company, which questions were answered to your satisfaction. You also acknowledge that you had sufficient time to, and have carefully read and fully understood the terms of this Offer Letter and is knowingly and voluntarily entering and accepting this Offer Letter.
- 12.5 **Modification of Agreement by Parties:** You agree that the Offer Letter or any Amendment may not be changed, modified, released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing, by both parties.
- 12.6 **Indemnity:** You agree and acknowledge indemnifying Company against any and all losses, damages, consequential damages, claims, or expenses incurred or suffered by Company as a result of your breach of the Offer Letter or any other amendments or any fraud, misconduct or negligence on your part in the course of your employment with the Company.
- 12.7 **Severability:** In the event that any provision of this Offer Letter or any word, phrase, clause, sentence or other portion thereof shall be held to be unenforceable or invalid for any reason, such provision or portion shall be modified or deleted in such a manner by a court of competent jurisdiction so as to make this Offer Letter, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

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13 Miscellaneous Provisions

Notices. Any notice, request or instructions permitted or required to be given hereunder by any party to the other shall be in writing and deemed sufficiently given if delivered personally, sent by registered or certified mail, postage prepaid, or sent by facsimile.

If to: **SG Lottery India Private Limited**

Address: Level 8, Navigator Block, International Tech Park Bangalore, Whitefield Road, Bangalore-560 066. India.

If to: **Harsha Nagaraju**

Keerthi Nilaya, Mahalakshmi Nagar, 3rd Cross,
Near Mahalakshmi Temple, Gubbi, Tumkur Distt - 572216.

Unless in each case either Party, shall have given notice as provided herein of a different address.

Please indicate your acceptance of this offer letter and Terms and Conditions of Employment by signing and returning the duplicate copy of this letter to the HR Representative.

We look forward to welcoming you to **SG Lottery India Private Limited India** and are confident that you will make a very important contribution to our growth and development in India.

Yours sincerely,



Naveen Ilager
Head, Human Resources
SG Lottery India Pvt. Ltd

I accept this offer of employment and agree to the above Terms and Conditions of Employment. My date of joining is **25-08-2022**



Harsha Nagaraju

Date: **27-07-2022**