

23 August 2018

Mohamed IbrahimMohamed Abdul Kadar
Emp.No: 24246
Chennai

Dear Mohamed IbrahimMohamed Abdul Kadar,

We are pleased to offer you employment with Hexaware Technologies Inc. ("Hexaware")
This letter serves to document the significant terms of your employment with Hexaware, as follows:

- 1) Employment. Hexaware Technologies Inc agrees to employ you as **Technical Architect**, and you hereby accept such employment and agree to perform all duties and responsibilities as are set forth as customary for the position you are employed and as may be assigned to you from time to time by Hexaware. You hereby agree to begin employment with the Hexaware on **25 Aug, 2018** (the "Effective Date"). Your employment with Hexaware Technologies Inc., will be for a period of **6 months**. The duration mentioned here is approximate and can be extended/ reduced depending on project/client requirement. In the event that you are unable to assume the duties of your position on the Effective Date, you are required to obtain a written agreement to extend the Effective Date. Your base location will be **Spartanburg, SC**. However, you may be required to travel globally to perform your responsibilities. You shall devote your full time, best efforts, knowledge, and experience in discharging the duties assigned to you. You shall observe normal work hours and shall be available outside such hours to the extent required by the Company. You acknowledge that this offer of employment is contingent on the stated ability, desire and willingness to accept assignments at Company office sites or in specified geographical sales regions, which may be re-defined as the Company's marketing strategies develop.
- 2) Compensation.
Base Salary: During the term of this Agreement, Hexaware shall pay a base salary at an annual rate of **66,000\$ (Sixty Six Thousand only)** payable in accordance with the Company's standard payroll schedule and policies, as in effect from time to time. Hexaware shall withhold from all payments that it makes pursuant to this Agreement as it determines to be required by applicable law. Hexaware will review the Employee's salary on an annual basis, and any increase in the base salary will be determined by the Company, in its sole discretion.

Special Allowance: You will be eligible for Special allowance at an annual rate of **12,000\$ (Twelve Thousand only)** for your current assignment and geographic location. This allowance is subject to change based on change in your assignment and geographic location. The Company has a right to amend the special allowance policy at any point of time.

Bonus: You are eligible for annual bonus of **7,000\$ (Seven Thousand only)**. The bonus amount will be paid after completion of 1 year of service at onsite. Please note if you voluntarily terminate your employment with Hexaware on or before completion of your one year at onsite, you will not be eligible for any pro-rata bonus amount for that period. Also note that this bonus amount is pertinent for the period in onsite only and in case of transfer to offshore or to any other location outside North America the amount will be prorated and paid to you



- 3) **Benefits.** You and your family shall be entitled to participate in all insurance and benefit plans available on a general basis to other employees of the Company; provided, however, that the Hexaware reserves the right, from time to time, to amend in any respect and to terminate all such benefit plans.

Your costs for participation in the Medical, Vision and Dental Plans will be as follows:

Medical Deductions

Tier of Coverage	Plan A - High Plan	Plan B- Low Plan
Employee	1.5% of Base Salary subject to a maximum of \$100 per month	1% of Base Salary subject to a maximum of \$75 per month
Employee + 1 (Either spouse or child)	3% of Base Salary subject to a maximum of \$225 per month	2% of Base Salary subject to a maximum of \$125 per month
Employee + 2 or More (Family)	4.5% of Base Salary up to maximum of \$325 per month	3% of Base Salary subject to a maximum of \$200 per month

Dental Deductions

Tier of Coverage	Buy-Up Plan	Basic Plan
Single	0.40% of Base Salary subject to a maximum of \$30 per month	NO CHARGE
Family	0.80% of Base Salary subject to a maximum of \$70 per month	NO CHARGE

Vision: - No Costs

You shall be entitled to participate in the company's Medical, Dental and Vision benefit plan effective your Date Of Joining.

Please note that company has the right to change the above deduction at any point of time during the year.

- You shall be entitled to 15 days vacation on an annual basis and all holidays provided under the Company's vacation policy. For any calendar year during which you are employed for only a portion of the year, you shall be entitled to the appropriate proportion of the vacation days. Vacation days accrue at the rate of 1.25 days per month. You shall arrange vacation time so as not to conflict with the needs of the Company and to meet with the approval of **your supervisor**. You are eligible to accrue your vacation up to a maximum of 25 days. Please refer to the company's policy on accrual and encashment of the vacation.
- You shall be entitled to participate in the Company's long term disability benefit plan effective [thirty (30) days] after the Effective Date; provided, however, that the Company reserves the right, from time to time, to amend in any respect and to terminate such benefit plan.
- You shall be eligible to participate in the Company's 401(k) plan **after 30 days of your joining** and in



accordance with the terms of the plan; provided, however, that the Company reserves the right, from time to time, to amend in any respect and to terminate such benefit plan.

- d) The Company shall reimburse you for all ordinary, necessary, and reasonable business expenses incurred while on Company business. As a condition to receiving such reimbursements, you shall submit to the Company on a timely basis (**within 60 days of incurring expenses**) business expense reports, including substantiation sufficient to enable the Company to deduct the reimbursed expenses.
- e) You shall be entitled to relocation expenses as described in Exhibit A, which is attached hereto.
- f) Confidentiality of Salary and Benefits. You agree that all information related to compensation and benefits is confidential.
- 4) Term. This employment terms and conditions shall commence on the Effective Date and shall continue thereafter until terminated as hereinafter provided. You shall be an at-will employee and may resign or may be terminated at any time, with or without Cause (as defined below). Nothing in this terms and conditions shall provide you with the right to continued employment with the Company.
- 5) Termination for Cause. Notwithstanding any other provision of this Agreement to the contrary, your employment hereunder may be terminated by the Company for Cause, effective immediately on the day that it sends notice of such termination to you. As used herein, "Cause" means (a) the commission of a felony or a crime involving moral turpitude, (b) the commission of any act involving dishonesty, fraud or a breach of the duty of loyalty with respect to the Company or any of its Affiliates or conduct tending to bring the Company or any

of its Affiliates into public disgrace or disrepute, (c) gross negligence or willful misconduct with respect to the Company or any of its Affiliates or substantial and repeated failure to perform the duties of the Employee's position, (d) your addiction to drugs or alcohol if you refuse treatment or has failed to successfully complete treatment within the past twelve (12) months or (e) any breach of this Agreement which (if capable of cure) is not cured within fifteen (15) days after you the receipt of notice of the same from the Company. On such termination for Cause, the Employee shall be entitled only to compensation to the date of such termination.

- 6) Termination without Cause. Any termination that is not for Cause shall be a termination without Cause. The employment may be terminated by either party at any time without Cause and for any reason on **four weeks** prior written notice to the other party. If notice of termination is given by the Company, you may be relieved of some duties and will be paid salary and benefits during the notice period. Hexaware at its sole discretion may continue to pay the salary and benefits during the notice period. In the event of voluntary resignation by you at onsite you will need to abide with the following:
 - (i) Immediately return offshore and complete a detailed knowledge transfer as required by the Company; AND
 - (ii) Thereafter serve a notice period of 3 months from the date of completion of your knowledge transfer.

Failing to comply with the aforesaid obligations Company, shall not be obligated to give you any experience letter and you will waive your rights for claiming the same.

- 7) Exit Interview. You agree to participate in an exit interview at the Company's request upon the termination of employment with or without Cause.
- 8) Confidential Information; Non-Competition; Non-Solicitation; Employee Work.

Certain Definitions. As used in this terms and conditions the following terms have the following meanings:



- a) "Affiliate" means any person or entity which controls, is controlled by or is under common control with the Company, and "control" means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.
- b) "Company Product" at any time means (i) any product or service which the Company or any of its Affiliates is marketing, selling or developing at such time and (ii) any other product or service which the Company or any of its Affiliates has marketed, sold or developed at any time during the one (1) year period immediately prior to the date of determination.
- c) "Competing Business" means the marketing or sale in the Territory of products or services which are competitive with any Company Products.
- d) "Confidential Information" means all information concerning or related to the business, operations, financial condition or prospects of the Company or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and specifically includes (i) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of the Company and its Affiliates, in each case whether past, present or prospective, including sales and pricing information and procedures, customer lists, and business and marketing plans; (ii) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, system designs, program materials (including source and object code and system and user documentation), operating processes, equipment design, product specifications, and know-how of the Company and its Affiliates and (iii) all financial statements, audit reports, budgets and business plans or forecasts of the Company and its Affiliates; provided, that Confidential Information does not include (A) information which is or becomes generally known to the public through no act or omission of the Employee and (B) information which has been or hereafter is lawfully obtained by the Employee from a source other than the Company or any of its Affiliates (or their respective officers, directors, employees, equity holders or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the Company or any of its Affiliates at the time such Confidential Information was or is disclosed to the Employee.
- e) "Employee Work" means all written and graphic materials, computer software, inventions, discoveries and improvements authored, prepared, conceived or made by the Employee during the term of his employment with the Company and which are related to the business of the Company.
- f) "Territory" at any time means any state in the United States, any Canadian province and any foreign country, in each case in which the Company or any of its Affiliates has marketed or sold any Company Products at any time during the one (1) year period immediately prior to the date of determination.

Confidential Information.

- a) Except as provided in clause (b) below, you will not disclose or use for the Employee's benefit any Confidential Information.
- b) Notwithstanding clause (a) above, you shall be permitted to disclose Confidential Information to the extent, but only to the extent, (1) reasonably necessary to perform the duties hereunder or (2) required by law; provided, that prior to making any disclosure of Confidential Information required by law, the Employee will notify the Company of your intent to make the disclosure, and the Company will have the right to participate with the Employee in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with applicable law.



- c) Promptly after termination of your employment with the Company for any reason, you or your personal representative will return to the Company any Confidential Information which is in tangible form and which is then in your possession.
- 9) Non-Competition. During the term of your employment with the Company and for a period of one (1) year thereafter, you will not, directly or indirectly, (i) engage in any Competing Business; (ii) accept employment with any customer of the Company; (iii) Apply against any open positions advertised by the client or solicit employment discussion with the client or (iv) own, be employed by, provide financing to, consult with or otherwise render services to any person or entity who is engaged in any Competing Business; provided, that the Employee will not be in violation of the foregoing by reason of the Employee's passive ownership of not more than 5% of the outstanding shares of the stock of any corporation which is listed on a national securities exchange.
- 10) Non-Solicitation. During the term of your employment with the Company and for a period of one (1) year thereafter, you will not (i) solicit the trade of, or trade with, any customer, supplier or qualified client of the Company such that any such customer, supplier or qualified client reduces the amount of business which it does (or, but for such solicitation, would do) with the Company or (ii) solicit or induce any employee, distributor, sales representative, agent or contractor of the Company to terminate his, her or its employment or other relationship with the Company, (iii) accept employment with any customer of the Company, or (iv) Apply against any open positions advertised by the client or solicit employment discussion with the client. For the purposes of this section, a qualified client is any organization or person to which the Company has, within one (1) year before the termination of the Employee's Employment, submitted a proposal to provide services if the Employee was involved in the preparation of the proposal.
- 11) Employee Work. All your Work is the sole property of the Company and, to the extent applicable, is "work made for hire" under and as defined in the Copyright Act of 1976, 17 U.S.C. §1 et seq. The Employee will promptly disclose to the Company all Employee Work and will execute all such documents and instruments as the Company may reasonably determine are necessary or desirable in order to give effect to the preceding sentence or to preserve, protect or enforce the Company's rights with respect to any Employee Work.
- 12) Cessation of Payments. Without limiting the Company's rights and remedies hereunder, at law or in equity, you acknowledges and agrees that the right of you to receive and retain any payments otherwise due will be suspended and cancelled if and for so long as the Employee is in breach of any provision of this Section 4. If and when you have cured any such breach and has tendered to the Company any and all economic benefits directly or indirectly received or receivable by you arising there from, such right will automatically be reinstated, but only for the remainder of the period, if any, during which such payments are due.
- 13) Survival. The provisions of this Section 4 will survive any termination of this employment terms and conditions. If you violate any of the restrictions set forth in this Section 4, the duration of the restrictions shall be extended for a period of time equal to the period of time in which the Employee has been in violation.
- 14) Dispute Resolution. Any disagreement or claim (other than a claim for injunctive relief for violation of Section 4 hereof) arising out of or relating to this terms and conditions (a "Dispute"), or the breach thereof, or its termination shall be finally settled by arbitration in Princeton, New Jersey pursuant to the rules of the American Arbitration Association regarding employment disputes. In such instances, it is agreed that the Dispute shall be submitted to final and binding arbitration by one arbitrator; provided, however, that either party may request that there be three (3) arbitrators, in which case each party shall select one (1) arbitrator, and the two (2) arbitrators so selected shall select a third. All costs of arbitration (other than the costs of a party's own witnesses and professional advisors) shall be paid by the non-prevailing party. The Employee hereby irrevocably consents to the jurisdiction of the state and

federal courts located in the State of New Jersey for the purposes of deciding any claim seeking injunctive relief for any alleged violation of Section 4 hereof, and agrees that any judgment rendered by such courts against the Employee may be entered or executed in any court of competent jurisdiction for enforcement purposes.

- 15) Return of Company Property. Promptly after termination of the employment hereunder for any reason, then you shall return to the Company all property of the Company then in your possession, including without limitation papers, documents, computer disks, vehicles, keys, credit cards and Confidential Information, and shall neither make nor retain copies of the same.
- 16) Representations and Warranties. You hereby represents and warrants to the Company that you are not a party to or otherwise subject to or bound by any contract, agreement or understanding, including without limitation any non-competition or similar agreements or restrictions, which would limit or otherwise adversely affect your ability to perform your duties hereunder or which would be breached by your execution and delivery of this terms and conditions or by the performance of the your duties hereunder. You further represent and warrant that your employment by the Company will not require you to disclose or use any confidential information belonging to prior employers or other persons or entities.
- 17) Notice. Any notice required to be provided to you hereunder shall be given to you in writing by certified mail, return receipt requested, or by Federal Express, addressed to the Employee at the address of record with the Company, or at such other place as the Employee may from time-to-time designate in writing. Any notice which you are required to give to the Company hereunder shall be given in writing to **HR Department**.
- 18) Immigration Status. Your employment is based on your stated availability to be employed by the Company in accordance with applicable immigration regulations. This terms and conditions is deemed null and void, and the employment relationship held to be of no effect, in the event of the discovery of any condition which may materially or adversely affect your immigration status and your ability to be employed within applicable regulatory parameters in the position for which you have been hired. You shall desist from undergoing any change in the Employee's immigration status while working in the USA.
- 19) Activity while working in the USA. You shall not, under any circumstances, participate in any political or anti-social activity while working in the USA. Any violation of the laws of the USA is viewed seriously by the Company and you are potentially subject to deportation from the USA for such activity and, if this occurs, the Employee shall bear all costs in connection with the deportation.
- 20) Driving. You are required to take an International drivers' license test prior to the Employee's departure to the USA.
- 21) Work Rules. You agree to observe all reasonable work rules specified in practice or policy that the Company may establish from time to time.
- 22) Rotation Policy: Employees travelling on a long term onsite assignment to Hexaware offices/client location overseas will travel for a (maximum) period of 18 months and their return to base work location upon expiry of the same. For the purpose of calculating 18 month's tenure in such cases, the start date will be the date the employee begins assignment overseas.
- 23) Global Taxation Policy: Employees travelling are requested to get updated about the Global Taxation Policy available on the below intranet link
<http://172.25.100.52/FileDetails.aspx?FileID=4649&catid=339>
- 24) Miscellaneous. The validity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This terms and conditions embodies the entire Agreement



between you and Hexaware technologies Inc the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This terms and conditions may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. This may be delivered by telefax, and such telefax copy shall be as effective as delivery of a manually executed counterpart. The waiver by you or Hexaware technologies Inc of any breach or violation of any provision of this terms and conditions shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This is executed in and shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any conflict of laws provision. This employment Agreement shall be amended only by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Company and its successors and assigns. The parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in the Agreement will be construed against the party drafting such agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual agreement, and this Agreement shall not be deemed to have been prepared by any single party

Hexaware Technologies, Inc.



Jacob P U
Associate Vice President - HR

I have read and understood the terms of this letter of posting to the USA and accept the same.

Mohamed IbrahimMohamed Abdul Kadar

Exhibit A

Expense Reimbursement and Relocation

- Expenses incurred by you on trip from residence to the airport in India and vice versa upon return to India, including airport tax, will be reimbursed by the Company 100%.
- All official communication expenses will be reimbursed by the Company 100% upon the presentation of supporting documentation.
- Accommodation and transportation expenses for fourteen days (14) days will be reimbursed by the Company at 100% up to a maximum of \$80.00 per day (2 weeks). Expense reports must be submitted within thirty (30) days of relocation. Please note you are required to make every effort to move out of the accommodation provided by the company within 14 days. If you are not able to identify an alternate accommodation, you are allowed to stay at the guest house or any other accommodation provided by the company by paying \$40 per day. This would be purely based on the availability of the rooms in the guest house or any other accommodation and with a prior approval from Head of Human Resources, North America. The extension will be approved only on a weekly basis with a detailed justification. The organization has a right to deny the request or move you to different accommodation or you may be required to pay the entire actual cost of accommodation for your extended stay. Further, the organization has the right to alter/change the payment rate at any point of time.
- Two weeks of car rental (compact car) or taxi expenses up to a maximum of \$20 per day

Family Travel (for trips lasting more than six (6) months)

- Upon the Employee's request, within three (3) months after joining the Company, the Company will arrange for airfare for a spouse and up to two (2) children, provided:
 - (a) The spouse agrees to retain his/her dependent status while in the USA, and continues to stay with the Employee for a minimum period of one year

The Employee will forfeit the refund of a spouse's airfare, if totally deducted, or total recovery of the sum extended by the Company toward the cost of his/her airfare, if the Employee's spouse changes his/her dependent status while in the USA or if you Voluntarily terminates your employment with one year of joining Hexaware technologies Inc.

The company will provide travel insurance for the spouse/children for a period of 35 days.

Relocation:

You will be covered by the relocation policy applicable for any relocation with in US if you are relocated as per the organizational requirement.