

No. 24, Salarpuria Arena  
Hosur Main Road, Adugodi  
Bengaluru – 560 030  
Karnataka  
India

21 Sep, 2021

Dear Kuntal,

We are pleased to extend to you an offer of employment with \*\*\*\*\* Enterprise ("\*\*\*\*" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by \*\*\* or an appropriate third party, and the results of such background checks being favorable in \*\*\*'s reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by \*\*\*. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join \*\*\*\*\* Enterprise and look forward to hearing from you soon.  
Let's build the future together.

Thanking you

**\*\*\*\*\* Enterprise GlobalSoft Private Limited, No. 24, Salarpuria Arena, Hosur Main Road, Adugodi, Bengaluru – 560 030, Karnataka, India**

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

21 Sep, 2021

Kuntal Mukherjee

Hospital Road, Duttapukur Hospital, Nebadhai Duttapukur, North 24 Parganas, West Bengal  
Kolkata India 743248

Dear Kuntal,

Welcome to \*\*\*\*\* Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at \*\*\*\*\* Enterprise GlobalSoft Pvt. Ltd. of \*\*\*\*\* Enterprise ("\*\*\*\*" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 8 Nov, 2021.

Your appointment at \*\*\*\*\* Enterprise GlobalSoft Pvt. Ltd. is on the following terms and conditions:

### **1 Remuneration (Mainstream employees only)**

Your annual total gross remuneration will be made up of the following components

#### **1.1 Basic Salary**

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

#### **Variable Pay Bonus (VPB)**

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

#### **1.2. Flexible Benefit Plan (FBP):**

You will be eligible to receive benefits under the Flexible Benefit Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Flexible Benefit Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

### 1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

### 1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

### 1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

### 1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

## 2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Information Technology

Job Family: IT Developer/Engineer

Job Code & Job Title (Internal): 00I04H - IT Developer/Engineer III

Job Level: Specialist

Salary Grade: M22

FOR Company



Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to \*\*\*'s Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of \*\*\*'s Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by \*\*\* at its sole discretion without prior notice (subject to any notice required under applicable law).

## 2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

## 2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

## 2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

## 2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in

FOR Company




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Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

## **2.7 Conflict of Interest**

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. 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 or business, without written permission from the Company.

## **2.8 Standards of Business Conduct**

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

## **2.9 General Conditions**

1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2) You will be governed by all the Company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) As a condition of your employment, you are required to enter into a separate 'Agreement Regarding Confidential Information and Proprietary Developments ("ARCIPD")', a copy of which is provided to you along with this offer letter.

4) You will be covered by \*\*\*\*\* Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment voluntarily.

### 3.0 Choice of Law

The terms of your employment shall be governed by the laws of India, and the courts of India shall have exclusive jurisdiction.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Flexible Benefit Plan
- c) ARCIPD

#### Annualized Compensation & Benefits Statement – Annexure I

*All figures are INR per annum*

(A) Basic Salary	736,000.00	Rs
(B) Flexible Benefit Plan	Rs980,278.40	
(C) Retirals	123,721.60	Rs
<i>Provident Fund @12%</i>		
<i>Gratuity @ 4.81%</i>		

**Total Cost to Company** 1,840,000.00

FOR Company



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FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Annexure II

### Flexible Benefits Plan (FBP)

**Mainstream Specialist**

**Mainstream SU2**

1.a. House Rent Allowance:

Maximum Limit (per annum)- 60% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

1.b. Actual Rent paid towards Company Leased premises:

Maximum Limit (per annum)- 100% of Annual Basic

Supporting Documents: Lease Agreement

2. LTA once a year(LTA will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2018 to 2021.)

Maximum Limit (per annum)- 20% of Annual Basic subject to a maximum of Rs.200,000

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Mem& osAppropriateLeave

3. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :

Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration\*

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel): (Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200

Supporting Documents- Declaration\*

5.a. Company Car Program :

Maximum Limit (per annum) : Lease rental as per vehicle of choice

5.b. Fuel expense reimbursement towards Company Car:

Maximum Limit (per annum) : Rs.160,000

6. Meal Card (Card to be used for food expenses incurred at hotels/restaurants during the course of the

FOR Company



Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

workday):

Maximum Limit (per annum): Rs.26,400

Supporting Documents: As per program guidelines

**7. Bonus/Exgratia** - A maximum amount of Rs.2400 per month\*\* shall be allocated and payable as advance statutory bonus / ex-gratia as applicable.( \*\* Employees earning a basic salary of up to Rs.21, 000/- per month are eligible for bonus under the Payment of Bonus Act, 1965. The amount payable will be determined by the rules of the Act. For employees with basic salary above Rs.21, 000/-pm this amount will be treated as ex-gratia.) and paid through monthly payroll subject to eligibility conditions.

**8. Personal Pay through Payroll** - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

Maximum Limit (per annum): 100% of FBP

Supporting Documents: Declaration

\* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

† Employees can purchase a vehicle with max on-road price + Accessories of INR 9,00,000. The tenure of the lease is 3 years. Please refer to the policy for more details.

Company Confidential

In addition, you will be recommended for a grant of restricted stock units estimated at **US\$2,400.00** on the grant date, as determined by \*\*\*\*\* Enterprise. Your grant is subject to approval by \*\*\*'s HR & Compensation Committee, or its delegate, and your employment with \*\*\* on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

#### Guidelines governing Flexible Benefits Plan (FBP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the Company.

FOR Company



Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



2. The year for the purpose of this plan will be 1st April to 31st March.
3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
- a) Transfer of the employee from one city to another.
  - b) Change of grade/level.
  - c) Change of residential accommodation.
  - d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse dependent children and parents
4. While selection of the menu of benefits and spending the same, the employee must ensure she should not draw more than:
- a) 25% of the annual kitty in Q1
  - b) 25% of the annual kitty in Q2 & balance of Q1, if any
  - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
  - d) 25% of the annual kitty in Q4 & balance of Q1,Q2,Q3, if any
- For the purposes of the plan, the quarters will be as follows:
- a) Q1 - April, May, June
  - b) Q2 - July, August, September
  - c) Q3 - October, November, December
  - d) Q4 - January, February, March
- Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.
5. In the event of separation of an employee from the services of the Company, only pro-rata a of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
6. The Company will recover tax from the salary every month as per the tax laws in force in res of benefits selected by the employee.
7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the Company will not permit reimbursements except in the case of 3(d) referred above. The employee,

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



however, has a choice to opt for lesser value.

8.. Components / benefits offered as part of FBP are subject to change based on amendments to applicable tax laws / rules and Company policies.

### **Mandatory Documents List**

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

#### **Please note**

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



6. Age Proof – Copy of Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please provide a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is the standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

**\*\*\* Employee Letter of Assurance Agreement**

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for \*\*\*\*\* Enterprise (\*\*\*) I may, directly or indirectly, receive or access software and/or technical data which \*\*\* has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia  
Azerbaijan  
Belarus  
Burma (Myanmar)  
Cambodia  
Cuba  
Georgia  
Hong Kong  
Iran  
Iraq  
Kazakhstan  
Kyrgyzstan  
Laos  
Libya  
Macao (Macau)  
Moldova  
Mongolia  
North Korea (DPRK)  
People's Republic of China (PRC)  
Russia  
Sudan (Khartoum)  
Syria  
Tajikistan  
Turkmenistan  
Ukraine  
Ukraine (Crimea Region)  
Uzbekistan  
Venezuela  
Vietnam

FOR Company

Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Yemen

**Agreement Regarding Confidential Information and Proprietary Developments  
India**

Kuntal Mukherjee

1. **Consideration and Relationship to Employment.** As a condition of my employment with \*\*\*\*\* Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unaut persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the

FOR Company




Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to

FOR Company



Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes  
Senior Director – Human Resources

FOR Employee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_