

Date
2018-09-28
Your Date

Reference
EGI/HR-18:3679 Uen
Your Reference
Application/CV

Attending to this matter
NO/EGI/H Abhishek Kumar/RB

For your information

Mr. S Mahendran

OFFER OF APPOINTMENT

Dear Mr. Mahendran,

It was our pleasure to note your interest and having opportunity to professionally interact with you. Congratulations! Based on our discussions, we are pleased to inform you of your appointment in our organization on the following terms and conditions:

1. **Designation** : **Solution Architect**
2. **Job Stage** : **6**
3. **Date of Joining** : **On 2018-12-03 at Bangalore by 8:00 am**
4. **Location of work** : **Bangalore**
5. **Compensation** : **As detailed below**

TABLE 'A'

SALARY COMPONENTS		
Components	Monthly INR	Annual INR
Basic	73,785	885,420
HRA	44,271	531,252
Composite Allowance	54,714	656,568
Transport Allowance	1,600	19,200
Leave Travel Allowance	6,149	73,788
Medical	1,250	15,000
Total Fixed Salary	181,769	2,181,228

* Your Total Salary Compensation will be **Rupees Twenty One Lakh(s) Eighty One Thousand Two Hundred Twenty Eight Only.**

TABLE 'B'

RETIRAL BENEFITS (EMPLOYER SHARE)		
Components	Monthly INR	Annual INR
Provident Fund	8,854	106,248
Gratuity	3,549	42,588
Total Retiral	12,403	148,836

* Retiral Benefits shall be paid as per eligibility & applicability of law.

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TABLE 'C'

VARIABLE BENEFITS (PERFORMANCE BASED)		
Components	%age	Annual INR
Robust	0*	NIL
Target	7.5%**	174,755
Stretch	15%***	349,510

* Based on your Annual Performance

** Percentage will be calculated on the Gross Targeted Compensation

*** The above working has been based on Maximum Payout, however the actual may varies based on the individual & Company performance

All entitlements given above are applicable after you have joined Ericsson. The entitlements are subject to Company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to applicable Income Tax provisions and other laws.

This Offer of Appointment is valid for 15 days from the date of this email. You are requested to confirm your acceptance by returning a signed printed copy of this email within the time period.

In case you fail to communicate your acceptance in writing within 15 days of the date of this email, the Offer shall stand revoked.

Please be advised that your appointment shall be effective from the date of your joining our organisation and subject to you conclusively completing all the formalities including a clear medical report from the Company approved medical, hospital / medical officer / laboratory and the joining report issued by the Company.

By signing this Offer of Appointment you are accepting all the Terms and Conditions set forth herein and as attached to this Offer of Appointment in various Annexures (Annexed herewith as Annexures 1A-1E).

We welcome you and look forward to your being a part of "Ericsson Family"

Yours sincerely,
For ERICSSON INDIA GLOBAL SERVICES PRIVATE LIMITED

Rajat Bajaj
Talent Acquisition

Accepted & Copy Received with all the Annexures
(Received with Annexure)
Date

(This "Offer of Appointment" should be read in conjunction with Annexure 1A to 1E containing detailed terms and condition of employment.)

ANNEXURE – 1A

Terms and Conditions of Employment

1. REPORTING / JOINING

Your Appointment shall be effective from your Date of Joining. Please note that this Offer of Appointment is provisional and is dependent on your being found medically fit in the Pre-employment medical check-up from a hospital/ Clinical Laboratory designated by the Company and fulfilling all the joining formalities.

Pre-Employment Medical Check-up: You are required to undergo a medical check-up as per arrangements made by the Company. The details are outlined in Annexure-1D. All expenses for this check-up will be borne by you. However, these expenses, not exceeding INR 1500/- may be claimed from the Company after your joining, on production of receipts/bills as the case may be.

In the event of you being found medically unfit to join the Company, this offer of appointment shall be automatically cancelled and the Company shall not be responsible for any consequences / loss / damages caused to you due to it.

2. PROBATION

You will be on probation for a period of 6 (Six) months from the Date of Joining. However, your probation period can be extended further at the sole discretion of the Company; if your performance / conduct are found to be unsatisfactory. You will continue to be on probation until confirmed in writing.

3. FULL TIME EMPLOYMENT

You shall, during your employment with the Company, devote your full time and attention to the Company's business entrusted to you and shall not engage yourself directly or indirectly, either honorary or otherwise, in any business or service, other than Company's business and service, unless prior written permission is obtained by you from the Company.

4. PLACE OF WORK

Your initial place of posting will be as mentioned in the Offer of Appointment. However, your services are transferable to any place within the country or abroad or to any of the Ericsson's associate/ sister concern or its subsidiary, whether are or as may be established or acquired later on, at the sole discretion of the Company. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new place of posting / assignment including compensation, leave and holidays, working hours and other related policies.

5. PERFORMANCE INCENTIVE PROGRAM (VARIABLE PAY)

You will be covered under either of the two Performance Incentive Programs (Variable Pay) that are currently available. These are dependent upon the role assigned to you.

- A. Short Term Variable (STV)
- B. Sales Incentive Plan (SIP)

The actual payout depends on achievement against pre-defined targets and norms.

These targets and norms are set at three levels,

1. **Robust** : No extra payout
2. **Target** : Defined percentage based on the frame applicable
3. **Stretch** : Maximum payout

The payout increases linearly, based on the final achievement between Robust & Target and between Target & Stretch.

Your variable pay agreement (STV / SIP) should be discussed, agreed and acknowledged between you and your Reporting Manager based on the frame approved for the unit / function of your posting. This should be submitted to HR within thirty days of your joining the Company.

It is given to understand that you have read and clearly understood the performance based incentive scheme. The Company shall have the right to make additions, amendments, if any, in the said performance based incentive scheme. The Company shall also have the right to withdraw the incentive scheme with effect from such date as may be decided by the Company and the employee shall not raise any objection in this regard.

NOTE

Salary Revision will depend at the sole discretion of the Company based on Company performance and your individual performance including factors like your efficiency, intelligence and regular attendance, sense of discipline, loyalty to Company and good behaviour.

6. RETIRAL BENEFITS / INSURANCE

In addition to Provident Fund and Gratuity payable as per statutory provisions , you will also be entitled to Medical Insurance & Group Personal Accident Insurance for Self as per the Company's policy as applicable and updated from time to time. *(Please refer Annexure -1B)*

7. TRAINING

The Company may send you to any other city or abroad or organize specific skill enhancement training relevant to your employment domestically

8. DATA CONSENT

By accepting this offer of appointment, you unconditionally consent to Company collecting, receiving, possessing, storing, dealing with, handling processing, transferring, displaying or communicating, whether by electronic means or manually, whether in India or outside India, any and all personal or other data (including without limitation copies of documents, medical records, bank account information, bio-metric information) that may be submitted by you in the course of your employment or may be generated in the course of your employment.

While the Company will take all reasonable care and precaution to ensure that no personal data pertaining to you is shared with third parties, except as may be required by law or in the routine course of the Company's business (e.g. with third party pay-roll management entities), the Company shall not in any manner be liable for the loss or theft of such data even if such loss or theft occurs on account of the negligence or with the connivance of any employee or agent of the Company.

You also agree that you shall not store any personal data on any Company property (including without limitation computer systems, telephones, e-mails, files or other storage). You specifically agree that any data stored on any Company property shall be deemed to belong to the Company and the Company may deal with or use the same in any manner it deems fit, including deleting any data

9. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access to in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

10. NON DISCLOSURE

Unless authorized in writing by the Company, you shall not divulge, communicate or pass on any information in any form, related to any aspect of the Company to anyone outside the Company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression "Confidential Information" refers to all and / or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will be responsible and will take steps necessary to protect the Confidential Information. You agree that, during your employment and after your employment ends, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an Authorized officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession on cessation of your employment with the Company.

11. PROFESSIONAL ETHICS

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. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Ericsson's Code of Business Ethics (CoBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behaviour and conduct while dealing with the employees, vendors and visitors of the Company including persons directly or indirectly associated with the Company in any manner.

12. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The Company foresees that you may create or develop intellectual property in the course of your employment and agree that in this respect you have a special responsibility to further the interests of the Company.

You agree that you shall disclose forthwith in detail any intellectual property created by you (whether or not created or developed on the Company premises or in normal working hours) in the course of your employment or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in it or in connection with it and such intellectual property shall belong to and be the absolute property of the Company. You agree to record any intellectual property invented, created or developed or acquired in the course of your employment (whether alone or

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jointly with any other person) in writing in accordance with good industry practice in sufficient detail to enable a person of reasonable skill in the relevant field to understand and work that intellectual property. For the avoidance of any doubt, "intellectual property" includes patents, designs, trademarks, service marks, trade names, logos, get up, domain names, copyright (including rights in computer software, architectural drawings and plans), design rights, database rights, rights in performances, moral rights, confidential information, know-how and any other similar rights anywhere in the world, whether registered or not and including any applications for registration.

You will undertake to execute all such applications or documents as may be required by the Company for legally effecting and recording the assignment made herein, whether during or subsequent to your employment with the Company.

For the removal of doubts, you confirm that you have no intellectual property other than that disclosed by you at the time of acceptance of this offer of Appointment.

The obligations contained above shall survive the termination/expiry of your employment with the Company.

You further hereby undertake that all works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

13. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

You agree that during your employment and after your employment with the Company ends for whatever the reason may be, you will not, directly or indirectly, aid, solicit or induce any employee, officer or director of the Company to leave the Company for employment or other relationship with any other entity that is involved in any aspect of the business of the Company.

14. COMPANY POLICIES

You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of the Company prevailing from time to time. You agree that the Company may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such change will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

For the avoidance of any doubt, nothing in this agreement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law, and the terms of this Offer Letter shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts which you may have entered into which restrain you, for whatever reasons, from being employed by or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Offer Letter.

Kindly note, any action of yours in contravention to this shall render you liable for termination with immediate effect.

15. ABANDONMENT

Unauthorized/ Unsanctioned absence from work shall invite action as per the Company disciplinary policy.

16. RETIREMENT

You will retire in the normal course, from the services of the Company on attaining the age of superannuation that is, on the day following your 60th birthday. However the Company will relieve you on the last day of that calendar month. The age of retirement is subject to your health condition and you being medically fit to perform duties assigned to you during your course of employment with us.

17. RECOVERY OF EXPENSES INCURRED ON YOUR RELOCATION

All the expenses incurred on your relocation at the time of joining, as covered under the Company policy will be recovered in full in case you leave the Company or your services are terminated before completion of one year of service from your date of joining. You hereby further authorize the Company to recover the said amount by deducting and/or adjusting the same from the amount payable to you by the Company on cessation of your employment and in case of shortfall, if any, the same will be recovered from you.

18. TERMINATION

This Offer of Appointment can be terminated by either side, by giving one month's notice during the probation period or three months' notice after confirmation or basic salary in lieu of the notice period. Prior to leaving the Company, you will ensure that all your ongoing activities are successfully completed and properly handed over to the satisfaction of your manager/in charge/superior.

Notwithstanding the above, the Company shall be entitled to terminate your employment immediately and without notice (or any payment in lieu of notice) in any of the following events:

- a) If you commit any serious or persistent breach of any of your obligations under the terms of your employment;
- b) If you commit any act of indiscipline or a serious misconduct or do any act, deed or thing which reflects negatively on the reputation of the Company (or its parent or affiliate);
- c) If you commit any breach of the Company's policies or were found non-compliant with any of the guidelines, instructions, standards, rules, codes and practices of the Company prevailing from time to time;
- d) If you commit any criminal or other offence or are guilty of any conduct which, in the opinion of the management adversely affects the reputation or interests of the Company;
- e) If you fail to comply with health and safety regulations of the Company;
- f) If you falsify your identity; or provide any falsified or forged certificates or other documents; or misrepresent your academic and/or professional qualifications, experience etc.;
- g) Misuse of Company asset including corporate credit card.

MODE & ADDRESS FOR COMMUNICATION

Any notice, memo or other communication required or permitted hereunder this Offer of Appointment, either by you or the Company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

- a) Upon delivery when delivered by hand
- b) Upon delivery, if sent by an express courier / speed post / e-mail on your last recorded address with the Company backed up by a reliable/ tracking delivery system, if in place, to the address mentioned hereunder.
- c) Upon communication by SMS sent on the mobile contact number provided by you or the Company.

NOTE

It shall be your duty to intimate in writing to the Company whenever there is any change of your address. In the event of non-communication in any change of address, any communication sent to you at your address last recorded with the Company shall be deemed to be sufficient service. Also you will not refuse to accept any communication as offered to you for personal delivery.

19. ARBITRATION & CONCILIATION

All disputes arising out of or in connection with the employment of this Offer of Appointment Letter shall be settled, if possible by amicable negotiation between you and the Company. If the matter is not resolved by amicable negotiations within 30 business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to Arbitration/ Conciliation before the sole Arbitrator or Conciliation Officer appointed by the Head HR of the Company or a person having a delegated authority in this regard. The Arbitration/ Conciliation shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 as amended from time to time. The venue of Arbitration/ Conciliation shall be at Delhi. The proceedings shall be conducted and the award shall be rendered in English Language only. The cost of the proceedings including attorney's fees and expenses shall be borne equally. The arbitration shall be subject to exclusive jurisdiction of Delhi Courts.

20. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES

You will be provided Company assets viz laptop, data card, mobile handset, tool kit , key or any other property/article to carry out your day to day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Company accessories/properties handed over to you during the course of employment and upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever reason, you shall deposit all Company property to concerned department or your reporting manager. In case of failure or non-deposit of Company property, Company will have right to recover the same from you or adjust from your payables, the amount equivalent to the cost of such property/article without prejudice to exercising other legal rights and remedies available with the Company for recovery of remainder of dues.

21. VERIFICATION

Your employment will be further subject to the correctness of the information provided by you and verification of your credentials, testimonials and other particulars provided by you at the time of your applying for the job. This verification shall be conducted prior to your joining the Company. However, in case at any stage, if it is found that any information provided by you is false or misleading or any material information has been suppressed, then notwithstanding the fact that you have joined the Company upon selection, you will lose lien on your employment and shall be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.

We will be proud to have you as member of our team to enable us in maintaining the leadership status of Ericsson, globally.

ANNEXURE – 1B

This is a summary of working hours, leave and holidays, Retiral benefits as may be applicable from time to time including some of the benefits & entitlements. These are subject to change as per applicable laws and/or at Company's discretion. In case of any clarification please contact Human Resources at your location.

WORKING HOURS

Being an IT/ ITES Company we operate 24x7, The general shift starts at 0800 hours and ends at 1700 hours Monday through Friday with half an hour lunch break. Depending upon the business requirements and exigencies of work you may be deputed in any shifts including night shift also or to any other office / work / project site in which case your working hours / shift working as may be prevalent at such places shall apply on you. You may be required to sign a consent form at the time of joining the Company.

LEAVE AND HOLIDAYS

As per the Company's policy you will be entitled to 12 days Casual Leave and 25 days of Privilege/ Earned Leaves. These will be pro-rated in case you join any time during the year. The Company also provides 12 festival / public holidays including national holidays, which are announced in advance every year. The holidays vary depending on the location of your job assignment.

PROVIDENT FUND

The Company and employee contribute equally to the PF account of the employee. However, the Company's contribution will be matching as per provisions of the EPF (Miscellaneous Provisions) Act, 1952 and schemes made there under You will have the option for deduction as voluntary contribution subject to limitations as may be in force from time to time.

GRATUITY

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

INSURANCE: - (GPAI)

The Company covers all employees under a 24-hour GPAI (Group Personal Accident Insurance) policy against any temporary/permanent disability or in the unfortunate event of death due to an accident of any nature at any place. The cost of this insurance is borne by the Company.

HOSPITALISATION INSURANCE

Ericsson has also taken an Insurance Policy to cover an employee, his/ her spouse and children for expenses incurred on their hospitalization. The amount of coverage depends on the terms of insurance policy applicable for that year.

LIFE COVER

The Company also covers employees under Life Insurance. This covers death due to causes other than accident.

CREDIT CARDS

The Company provides need based Corporate Credit Card to an employee to meet business expenses while on travel, etc. This card is to be used only for official expenses.

ANNEXURE – 1C

DOCUMENTS REQUIRED ON THE DATE OF JOINING

	Original	Photocopy
Relieving letter from all previous Company's/ Resignation Acceptance letter.	√	√
Last Salary Slip/ Complete Compensation details [fixed + variable] (letter)	√	√
Matriculation (10 th) Pass certificate	√	√
Senior Secondary (12 th) Pass certificate	√	√
University Degree	√	√
Post-Graduation Degree (if any)	√	√
Other professional qualification and relevant certificate	√	√
Identity Proof – Passport or Driving License and PAN Card for Bank account opening	√	√
Passport size photographs in all (03 No's)	√	
Medical Clearance/ Certificate from Company approved medical officer / hospital.	√	

Please ensure that all the above mentioned documents are produced at the time of joining. Inability to produce any of these documents could result in delay in joining the services of the Company and in some cases unusual delay may jeopardize the smooth working of the Company which may result in withdrawal of offer of appointment.

ANNEXURE – 1D**PRE EMPLOYMENT HEALTH CHECK UP****PRE EMPLOYMENT HEALTH CHECK UP (For New joiners)**

INVESTIGATIONS	
1.	Complete Haemogram (Hb, TLC, DLC, ESR)
2.	Blood Group & Rh Typing
3.	Blood Sugar (Fasting)
4.	Blood Urea
5.	Serum Creatinine
6.	HbsAg
7.	Urine Routine & Microscopy
8.	X-ray Chest
9.	ECG
10.	Vision testing & colour vision
11.	Physical Examination - Height, Weight, Blood Pressure etc.

Special Corporate Discounted Cost:-Rs.750/- per person.

Pre-Employment Medical Check-up can be done at **Apollo Clinics** across India.
Please refer the web link: **www.theapolloclinic.com**

You are requested to present the current page of the offer letter at the lab for investigations to be carried out as per the Ericsson agreement. Please make the payment and retain the original receipts for the reimbursement.

Kindly carry the original reports on the day of joining

ANNEXURE – 1E

(This annexure is valid only when agreed to by Ericsson)

Notice Pay Re-imbursement

1. Notice period payout shall be reimbursed subject to an agreement by the Ericsson HR appointing authority in writing.
2. The notice period reimbursement shall be paid out to you after your joining the Company and on production of original Full & Final receipts from your previous Company clearly indicating the deducted / recovered amount.
3. In case the Company has paid the shortfall in Notice Period pertaining to your previous employment to you or your previous employer you will be liable for recovery of Notice Period paid in case you leave the Company or your services are terminated before completion of one year of service from the date of your joining.