



October 22, 2019

Mounesh Badiger  
78/1, 1st main, 1st Cross Rd, DRC Post,  
Venkateshwara Layout, S.G. Palya,  
Bangalore 560029  
India

**Private & Confidential**

Dear Mounesh,

**Congratulations, and welcome to Dell!**

We are pleased to extend our offer of employment to Mounesh Badiger (employee hereafter "you/your") with EMC INDIA S/W & SERV PVT ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Software Engineer 2 at career level Individual Contributor I6, reporting to Abhijit Bindage (1017628), Senior Manager, Software Engineering. Your start date is January 27, 2020. You will be based at our offices in Bangalore, India.

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

**Orientation**

A member of our Onboarding team or Talent Acquisition team will be in contact with you prior to your joining date to assist you with your onboarding experience.



### **Core Business Hours**

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales, Technical Support, Manufacturing, Information Services require staggered/shift hours.

### **Place of Work**

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work, either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

### **Compensation**

We are pleased to offer you a compensation package consisting of the following element(s):

**Base Salary**, of 1,350,000.00 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is 540,000.00. Basket of allowances is 810,000.00.

\*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

### **Retirals**

Retirals is comprised of PF and Gratuity. PF is 12% Annual. Gratuity is 4.81% Annual.



\*\*\*Gratuity: Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act

\*\*\*\*PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

\*\*\*\*\* PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than "Indian passport" or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly.

Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

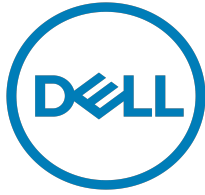
You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

### **Incentive Bonus Plan**

You will be eligible for an annual bonus of 5% of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to annual re-evaluation and modification by the Company. The bonus is paid after the end of the Company's fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

**Total Target Cash** will be INR1,417,500.00 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.



**Total Cost to Company** will be INR1,508,274 per annum.

### **Benefits**

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

### **Probation**

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

### **Notice Period and Termination**

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than 30 days or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party 60 days written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.



In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

**Restraint:**

In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

**Code of Conduct**

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.



### **Data Protection**

EMC INDIA S/W & SERV PVT will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of EMC INDIA S/W & SERV PVT or any part of EMC INDIA S/W & SERV PVT's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by EMC INDIA S/W & SERV PVT, any other EMC INDIA S/W & SERV PVT. company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a EMC INDIA S/W & SERV PVT company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. EMC INDIA S/W & SERV PVT will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

### **Confidentiality Obligation**

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.



- a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;
- b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;
- c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;
- d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information. For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.



### **Intellectual Property and Copyright**

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.





### **Export Compliance**

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of EMC INDIA S/W & SERV PVT, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compilers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of EMC INDIA S/W & SERV PVT, its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, EMC INDIA S/W & SERV PVT's Legal Department, or EMC INDIA S/W & SERV PVT's Export Compliance Organization.

**Training:** The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.



The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

**Recovery of dues:** In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

**Secondary employment and outside business ventures:** While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

**Correctness of Information:** This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

**Service rules:** For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

#### **Retirement**

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,

Savneet Shergill  
Talent Acquisition Senior Director



### **Confirmation of Acceptance**

I, Mounesh Badiger, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause "remuneration" of this agreement.

I confirm that I will commence employment with Dell on 27 Jan, 2020.

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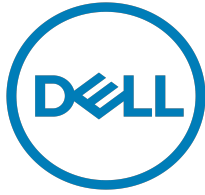
Mounesh Badiger

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Date

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Mamatha Chikkegowda / Mamatha.Chikkegowda@dell.com. If you need to return the documentation in a different manner, please let your recruiter know.



## **Annexure**

### **Notice Period Buyout**

The Company will pay for your Notice pay recovery if any, as agreed during the HR interview. If my employment ends within the first 12 months of my hire date\*, either due to my resignation (regardless of the reason) or because EMC INDIA S/W & SERV PVT terminates the employment for cause (as determined by EMC INDIA S/W & SERV PVT at its sole discretion), I will be required to repay to EMC INDIA S/W & SERV PVT the entire notice period that has been bought out by EMC INDIA S/W & SERV PVT at the time of my joining. Gross up on notice period buyout will be done on a case to case basis depending on the tax treatment availed in the previous employment/s. You need to submit the necessary document in support of Notice Period Buyout claim.

**\* Hire Date shall mean the date of transfer in case of current employees who have opted for a personal transfer and the date of joining in case of new hires.**

I agree that the repayment amount for any of the categories as detailed above will become fully due and payable upon my termination of employment. I hereby authorize EMC INDIA S/W & SERV PVT, to the full extent allowed by law, to deduct the repayment amount for any of the categories as detailed above from any monies owed to me by EMC INDIA S/W & SERV PVT, including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by EMC INDIA S/W & SERV PVT.

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Mounesh Badiger

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Date

Signature: MGBadiger  
MGBadiger (Oct 22, 2019)

Email: mounesh.gb@gmail.com