

Private & Confidential

Date: 12 August 2021

To,
Sankar Gopisetty
GID: 232673

Appointment Letter

Dear Sankar,

We are pleased to offer you employment in the position of **Software Engineer** with Technicolor Connected Home India Private Limited (hereinafter referred as the "**Company**") as per the employment terms and conditions stated below:

1. Appointment

- (a) Your date of appointment is effective from the date of joining **16 August 2021**. Please read this offer of employment carefully before you agree to its terms by signing it. The offer sets forth certain important benefits, terms and conditions related to your employment with the Company. Please send your acceptance to this offer by return email. Based on your written request, your joining date may be extended at the sole discretion of the Company. The Company reserves the right to extend your date of joining, due to change in business requirement, at its sole discretion. This offer shall lapse, if your written acceptance of this offer letter is not received by the Company or if you do not join the company on the agreed date of joining.

2. Compensation

- (a) You will be paid a fixed base pay ("**Fixed Base Pay**") of INR. **600,000/-** per annum.
- (a) **You will also be eligible for 10% of your annual Fixed Base Pay under Variable Compensation Program 50/50.**
- (a) The break-up of your Fixed Base Pay into basic salary, allowances, benefits and perquisites (collectively referred as "compensation" or "salary") is set forth in annexure - I to this letter. You will be governed by the policy, rules and procedures of the Company in respect of such compensation. The Company reserves the right to change the structure, amount, eligibility and terms of such compensation at its sole discretion.
- (b) Your compensation will be reviewed periodically as per Company policy.

- (c) Changes in your compensation are discretionary and will be subject to and on basis of effective performance and results during the period and other relevant criteria. You will appreciate that information relating to your compensation is strictly confidential and hence request you to maintain this confidentiality.
- (d) Your compensation shall be subject to the deduction of all governmental and local taxes, contribution, etc. in accordance with applicable laws, including tax on perquisite value.

3. Probation

You will be placed on probation for a period of six months from the date of your appointment, which may be extended by the Company at its sole discretion. Your services at the end of the probation period shall be treated as confirmed, unless specifically extended by the Company in writing.

4. Place of Work

Your place of work will be in the **Chennai** office. However, should a need arise you may be transferred or expected to travel to any other location, department, and function, branch, subsidiary or an affiliate of the Company.

5. Working hours

- (a) Your normal office hours are from 9:00 am to 6:30 pm, Monday to Friday, both inclusive.
- (b) The Company reserves the right to require you to work outside your normal working hours if necessary, in furtherance of your duties. You may be required to work in shift in accordance with the Company's shift policy.

6. Responsibilities

- (a) In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and devote your entire working time, abilities and efforts to such responsibilities and ensure results.
- (b) During your employment, you will not engage in any activity or investment that conflicts with the Company's interest, occupies your attention so as to interfere with the proper and efficient performance of responsibilities or interfere with the independent exercise of your judgment in the Company's best interests
- (c) Please ensure that you comply with the Company's policies as they form an integral part of the terms of your employment with the Company. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basic and new policies

may be introduced from time to time. As and when this happens, the Company will notify you and you will be required to comply with the same.

7. Work Authorization

If you need an employment visa to work in India, this appointment shall not have any effect unless you have obtained the employment visa and if granted, shall be subject to the terms of the visa granted by the Indian Government. In the event your employment visa is not extended within the validity of the initial employment visa, your employment shall terminate automatically and without further notice on the last day of the initial employment visa period. You agree to forthwith inform the non-grant of extension of your employment visa to the Company.

8. Non – disclosure obligations

At all times during and after your employment, you will hold in strictest confidence and not use for your own purposes or the purposes of others or disclose any (i) Confidential, Proprietary Information or Trade Secrets (Collectively "**confidential information**") of the Company; and (ii) any information that the Company has received from others that it is obligated to treat as confidential, to any person, firm or corporation. You will not disclose confidential information to other employees of the Company except on a need to know basis and you will not disclose third party confidential information except as permitted by the relevant agreement between the Company and such third party. Confidential information shall mean all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, products, product development plans, business strategy, services, solutions, research, licensing, marketing, sales, finance, budgets, or legal affairs of the Company, its customers or any third party providing information to or doing business with the Company. Confidential Information of a third party may be defined in the relevant agreement between the Company and the third party in which case such definition shall govern. In the event of any doubt regarding what constitutes confidential information, you shall consult your manager.

9. Assignment of Inventions

You will make prompt and full disclosure to the Company, will hold in trust for the sole benefit of the Company and assign to the Company all your rights, title and interest in and to all inventions, discoveries, designs, developments, improvements, copyrightable materials and trade secrets (collectively "**Inventions**"), which are conceived, developed, authored, reduced to practice or otherwise produced by you during your employment with the Company, solely or jointly with others, and as such, shall be deemed to be a work made in the course of employment under the contract of service. Your obligation to assign shall not apply to any invention about which we believe or it is determined that (i) they are developed entirely on your time; (ii) no input or resources of the Company were used in its

development; and (iii) that cannot be deemed to be a work made in the course of employment under the contract of service.

Excluded and Licensed Inventions. All Inventions belonging to you and made by you prior to your employment with the Company are attached hereto which are excluded from this letter. If you use or incorporate any such Invention during the course of your employment or permit the Company to use or incorporate such invention, you assign to the Company an exclusive, royalty free, worldwide, irrevocable right to exercise all rights with respect to such Invention, in perpetuity. The Company shall have the rights assigned to it and for the term stated in the preceding sentence notwithstanding that the Company has not exercised the rights assigned to it within one year from the date of assignment. You agree that you shall do all further things that may be reasonably necessary or desirable in order to give full effect to the rights and title of the Company in respect of the foregoing.

10. Non-Solicitation

You agree for a period of one year after cessation of your employment with the Company, not to solicit, induce or attempt to induce any employee of the Company, directly or indirectly, to terminate employment with the Company and become self-employed or employed with others. You agree that this is necessary and reasonable restriction for protecting the Company's business interests.

11. Return of Company property

Any and all memoranda, notes, records, books, other documents, art works, art assets, circular, files, items of equipment, laptops, parts of PC of the Company made or composed by you or which might be supplied/ made available to you in connection with your work during the term of your employment with the Company, containing any confidential information (as defined herein) shall at all times remain the property of the Company and shall be returned to the Company forthwith upon your ceasing to be in the Company's employment or at any other time at the request of the Company.

Further, you undertake to return any keys, access cards, credit card, identification card, laptop, RAS key and other property or equipment belonging to the Company, forthwith upon your ceasing to be in the Company's employment.

12. Right of Set-Off

If you become indebted to the Company or any money is due to the Company from you (including overpayments made to you) for any reason including without limitation unpaid card expenses, phone bills, misuse or misappropriation of the Company's assets, the Company has the right to set-off of such outstanding amount from the amount due and payable to you.

13. Notice of Change

Any change in your personal information including residential address, marital status, number of children and education qualification should be notified to the Company in writing within seven days. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post at your last address as recorded in the Company's records.

14. Sensitive Personal Data or Information

You are informed that the Company collects your personal data in the context of payroll, career management processes, administrative staff management, and work organization. For more information regarding the processing of personal data by the Company, please read annexure - II to this letter. You acknowledge that, in the context of your work for the Company, you may access certain information, which may include personal data as defined under applicable laws, such as the name, the address, email address, identity number or any other information that enables to directly or indirectly identify an employee, a client, a service provider or any other natural person whose personal data is collected by the Company. You undertake to process personal data that you have access to in the course of your employment only under the Company's directives and for the sole purpose of carrying out your work duties. For this purpose, you will maintain at any moment the confidentiality and the security of the data you may access and will process the data in accordance with applicable laws along with the security policies adopted by the Company. These policies are accessible on the intranet at the following address: <https://security.technicolor.com/Pages/Policies.aspx>.

You undertake to read and abide by the following policies:

- Acceptable Use Policy
- Data Protection Policies

In particular, you undertake not to use personal data other than for what is necessary to perform your duties as an employee of the Company.

15. Exclusivity / Prior Commitment

You agree to work exclusively for the Company, within the context of the responsibilities defined above, and not to accept or perform any other paid/ unpaid employment or consulting in addition to this, even temporary. You represent and warrant to the Company that (i) you are not subject to/party to any covenants, agreements or restrictions, including without limitation, any covenants, agreements or restrictions arising out of any prior employments or independent contractor relationships, which would be breached or violated by your execution of this letter or performance of your duties hereunder; (ii) you will not bring onto the Company's premises or use or incorporate any unpublished document or any property belonging to past employers without their written

consent; and (iii) that there is no order of any court or other authority disqualifying you for employment under this letter.

16. Jurisdiction

The jurisdiction concerning your present employment will be exclusively with the courts in Bangalore which you undertake to not contest. The appointment shall be governed by and interpreted in accordance with the laws of India. This letter including the policies and other documents referenced herein sets forth the entire agreement between you and the Company concerning the subject matter of this letter and it cannot be modified, save as expressly stated herein, without an amendment thereto signed by you and the Company. If a court declares any provision void, such provision will be severed from this letter, and the remaining provisions shall remain in full force and effect.

17. Termination of Employment

- (a) You are entitled to receive from the Company and required to give the Company the following period of notice, in writing, to terminate your employment without cause, such notice, in each case, to expire as stated below:-
- (i) During the probation period, either party may terminate this letter by giving **30 days'** notice in writing or payment in lieu of salary. However, the Company reserves the right not to accept payment in lieu of notice and at its sole discretion and enforce the notice period.
 - (ii) Post your probation period, either party may terminate this letter by giving **60 days'** notice in writing or payment in lieu of salary. However, the Company reserves the right not to accept payment in lieu of notice and at its sole discretion and enforce the notice period.
- (b) In any event (unless mutually agreed in writing), your employment will automatically end on your reaching the Company's retirement age. The retirement age of a full-time employee is 58 years.
- (c) Your employment is liable to be terminated forthwith by the Company without prior notice if, any information given by you in your employment verification form or in connection with your appointment is at any time found to be false, or any material particulars are suppressed.
- (d) Further the Company reserves the right to terminate your services without any notice or salary in lieu thereof for misconduct, negligence of duty, disloyalty, dishonesty, indiscipline, disobedience, irregular attendance, long period of absence from duty due to ill-health, infirmity or accident or inefficiency as compared to other employees.
- (e) The Company may also immediately and without notice terminate you from employment in case you (i) commit a crime involving moral turpitude, theft, fraud or



deceit; (ii) conduct that has an adverse effect on the Company's reputation; or (iii) conduct unbecoming of the office or position you hold.

(f) If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

- a. Return to work within three days of the commencement of such absence: and
- b. Give a written explanation to the satisfaction of your manager regarding such absence.

18. Verification

This offer is made on the condition that no adverse information is obtained during reference checks with your previous employer/s, background check and validation of experience and educational qualification submitted by you.

We take pleasure in welcoming you to our Company and looking forward to a mutually beneficial association.

With best wishes,

Yours truly,

For Technicolor Connected Home India Private Limited

Santosh Vasudeva
Director – HR Operations

Annexure I:

1. Compensation Structure

These entitlements shall cease upon cessation of your employment with the Company. These entitlements may also cease if you need to take long-termed personal leave of absence. Please check with your local HR team for details.

Component	Amount per annum (INR)	Amount per month (INR)
Basic Salary	270,000.00	22,500.00
House Rent Allowance (HRA)	135,000.00	11,250.00
EPF - Employer Contribution	32,400.00	2,700.00
Special Allowance	162,600.00	13,550.00
Fixed Base Pay	600,000.00	50,000.00

2. Gratuity

Gratuity will be payable in line with the statutory provisions, upon separation, superannuation, retirement, or resignation from the company, subject to completion of minimum of five years of employment with the Company in accordance with applicable law.

3. Provident Fund

You will contribute 12% of your actual monthly basic salary component towards provident fund. The Company will also contribute the similar amount towards provident fund and this amount is part of your Fixed Base Pay.

Annexure II:

EMPLOYEES' NOTICE REGARDING THE PROCESSING OF PERSONAL DATA

For the purpose of annexure II, Company is referred to as either "**Technicolor**", "**we**" or "**our**".

Please note that since May 2018, a new European Regulation regarding the protection of personal data has improved the data subjects' rights, i.e. the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Technicolor takes this new Regulation very seriously and wishes to inform you about the existence and respect of your rights when Technicolor processes your personal data, but also to inform you about the obligations that apply to all employees who access or process personal data.

In an effort to comply, Technicolor hereby reminds you of the existence of the Data Security and Protection Policies enforced by the Company. These policies are accessible on the intranet at the following address: <https://security.technicolor.com/Pages/Policies.aspx>. Each employee commits to reading and abiding by the following policies:

- Acceptable Use Policy
- Data Protection Policies

In particular, you undertake not to use personal data beyond the scope that is necessary for the performance of your duties as an employee of Technicolor. Moreover, we inform you that Technicolor collects your personal data in the context of payroll, career management processes, administrative management of personnel, and work organization. In this context, Technicolor may use technical means in order to process your personal data and to ensure its security. Technicolor, as a data controller, processes your personal data for the aforementioned purposes and in compliance with applicable laws. As a general rule, we process your personal data where necessary for the performance of the employment contract or to comply with our legal obligations as an employer (such as to carry out obligatory social declarations to public bodies). Without your personal data, we will neither be able to perform the work agreement nor comply with our legal obligations. Furthermore, in some instances, we may process your personal data where we have a legitimate interest in doing so (for example to carry out statistical studies on our employees or for the general conduct of our activities).

We also inform you that your personal data will only be accessible to the human resources department, the IT department, the security teams and the finance department, as well as payroll administration companies and to any other subcontractor for staff management, IT systems and security purposes, that are hired by Technicolor, and to our partners as part of collaborative or business transfer. Your personal data is only accessible by these services, subcontractors and partners for the sole purpose of ensuring the optimal running of

human resources tools, associated financial assessments, to comply with our obligations to you, and to ensure your personal data's security. Your personal data is collected and stored for a limited duration, necessary and proportionate for the purpose of the processing and in compliance with applicable laws. In any event, your personal data is stored for the maximum legal period of five years after the end of your employment contract. Technicolor is part of Technicolor S.A., a multinational group, established in several countries around the world, including some countries outside the European Union. As a result, your personal data may be transferred or made accessible to the IT, HR, security or finance teams of other group entities. Such access and transfers are governed by an intragroup agreement which secures access to and transfer of all personal data within the group in accordance with applicable laws. When your personal data is transferred to subcontractors outside of the European Union, Technicolor will sign the Standard Contractual Clauses approved by the European Commission with these subcontractors.

Please note that under the new Regulation, you have the right to object to the processing of your personal data, provided that you have a legitimate reason, specific to your particular situation. You also have the right to access your personal data, and to ask for their rectification when your personal data is inaccurate. You can also ask for the deletion or the portability of your personal data, as well as the restriction of the processing of your personal data, under specific legal requirements. Lastly, you have the right to lodge a complaint at any time with the competent data protection authority.

In this regard, if you have any questions regarding the processing of your personal data, or if you wish to obtain more information or to exercise your rights, you can contact the data protection officer or the service relating to the data protection by sending an email to: EU_privacy@technicolor.com

For more information, please visit the Data Protection Officer intranet at the following address: <http://eu-privacy.technicolor.com>

Joining Formalities:

Email us the below mentioned Mandatory Documents upon acceptance of this contract

- a. Education Documents (10th Grade and your highest qualification mark sheets. Consolidated into one single PDF)
- b. Previous employment relieving letters (all Relieving Letters and/or Resignation acceptance emails consolidated into one single PDF)
- c. Recent Passport size photograph
- d. Copy of your Permanent Account Number (PAN), Aadhar Card and Universal Account Number (UAN) Card is a must. This is required for processing of salary

Instructions to email:

- DO NOT Zip the file. Send the documents ONLY in PDF format and in no other format like Google Drive, ShareIn Box, etc.
- Email the documents to hrindiadoc@technicolor.com
- Write your Full Name as per your Aadhaar Card followed by the GID available on your appointment letter (1st Page) on the subject line of the email For Example: MANU MOHAN 123456

I have carefully read and understood the terms and conditions mentioned above. I accept all the terms and conditions of this offer of employment. I shall commence employment with effect from **16 August 2021**.

Signature:

Email: