

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this day 29 November, 2021, in Philippines, by and between:

(Employer)

SYNTEL INFOTECH, INC., (hereinafter referred to as the "COMPANY", "We" or "Our") a corporation duly existing in accordance with the Philippine laws, with principal office address at "10th Floor, Science Hub Tower 3 Building, McKinley Hill Cyberpark, Fort Bonifacio, Taguig City, Philippines, a member of Atos Syntel group of companies, "Represented herein by «Authorized representative»

-And-

(Employee)

Neil Andrei Reyes, of legal age, permanently residing at Purok Geranium, Tungkil Minglanilla Cebu (hereinafter referred to as the "EMPLOYEE" "You" or "Your");

Hereinafter individually referred as "PARTY" and collectively referred to as the "PARTIES"

The COMPANY hereby engages the EMPLOYEE as Associate Consultant, GCM2.

In consideration of the mutual promises and covenants herein contained, the PARTIES agree as follows:

You shall be governed by the following terms and conditions of service ("Terms and Conditions") during the employment with the Company, and these Terms and Conditions will be subject to amendments from time to time. These Terms and conditions, any other agreement signed with the Company or with any member of Atos Syntel group of companies, policies and guidelines that are available on the Human Resources (herein referred as "HR") Portal or as a part of the HR Policy, Information Security Policy, Policy on non-compete, confidentiality and data protection, and any other directive whether issued by way of email/s or written notifications by the Company shall all be termed as "Terms of Employment" and you shall abide the same at all times during the term of employment and beyond to the extent such terms survive the employment term.

This Agreement becomes effective upon the completion of the following: (1) the execution of this Agreement; and (2) you providing the COMPANY all required work authorization documents to work at the location assigned by the COMPANY, and (3) the commencement of services on behalf of the COMPANY at the location assigned by the COMPANY, and accordingly the expected start date of your employment shall be December 27, 2021 ("Effective Date"). However if you fail to comply with formalities mentioned hereinabove as per the timelines provided by the Company, then Company may at its sole discretion be entitled to revoke offer of employment made to you and shall further be entitled to terminate this Agreement forthwith.

Terms and Conditions

1. Statement of Facts

The appointment is being made based on your application and in reliance of the contents of your resume and other information/documentation provided by you during the course of interview and mutual discussions thereafter. Any misleading, incorrect or fraudulent information provided by you, shall result in termination of employment forthwith at the sole discretion of the Company and you shall be liable to fully indemnify the Company for any losses, costs and expenses suffered by the Company in this regard, which shall be without prejudice and in addition to any other action/legal proceeding that the Company may take against you.



2. Work Related

2.1 You shall devote your full time and attention to the duties, roles and responsibilities assigned by the Company time to time and shall not undertake any direct/ indirect business/ work/ assignment etc. whether full or part time and whether for any consideration or not from any third party, during the term of your employment (including any Notice Period. "Period of Notice" is defined in Paragraph (b), Section 20.1 of this contract without the prior written permission of the Company.

2.2 You shall use your best efforts in the performance of employment duties assigned from time to time and at all times, act in good faith with honesty and integrity and in the best interests of the Company. You shall comply with all rules, regulations and procedures established by the Company in fulfilling your duties while in employment with the Company.

2.3 In addition to the duties assigned to you, you may be required to undertake other reasonable duties from time to time, for the Company and/or any Atos Syntel group of Companies as may be obliged to you. The Company reserves the right to transfer you to any suitable alternate position either within the Company or within any member of Atos Syntel group of Companies reasonably within your capabilities, according to the requirements of the Company. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your usual duties during your employment. You shall not be entitled to any additional compensation for carrying out any job which, in the opinion of the Company, is equivalent to the job you have been assigned earlier.

2.4 Whilst you are employed by the Company, you must not undertake any other employment, whether paid or unpaid, or engage or be involved or interested, whether directly or indirectly, in any other business or organization (either during or outside your working hours), unless you have obtained our prior written consent.

2.5 Your appointment and continuous employment with the Company is subject to you being found and remaining medically (both physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination as and when considered necessary. If you are not medically fit to perform the obligations/ duties as an employee, Company may terminate your employment if the Company discovers that you are suffering from a disease and due to the same and your continued employment is prohibited by law or is prejudicial to your health as well as to the health of your co-employees and provided further after observing due process discussed under Article 283-284 of the Labor Code of the Philippines.

3. Location. The Company is fully entitled to place you at any of its location in Philippines or outside Philippines or at the Company's customer location in Philippines or outside Philippines as the Company seems appropriate based on its business need. You shall also be subject to any transfer by the Company on a temporary or permanent basis to other job functions, departments or locations or any member of Atos Syntel group of companies, based on the Company's business needs and employee fitment in accordance to the terms and benefits as stated in the Company policy. Any rejection or non-acceptance by you shall be deemed to be a breach of the terms and conditions of employment and subject to disciplinary action including but not limited to termination of employment by the Company, however, after observance of due process.

4. Entitlement to Work. Procurement and timely renewal of relevant work permit in Philippines shall solely be your responsibility and the Company shall render reasonable assistance and support on documents that you may require for this purpose. Your employment is subject to and conditional on you being legally entitled to live and work (for the Company) in Philippines.

You undertake to notify the Company immediately if you cease to be so entitled, in which event your employment shall be deemed terminated and no compensation (with the exception of statutory dues payable, if any) shall be payable to you by the Company. The Company shall not be responsible for any liability arising thereof.



5. Compliance with Laws/Hold Harmless. EMPLOYEE agrees to comply with all provisions of this Agreement and with all laws and to indemnify, defend and hold harmless the COMPANY, its employees, agents, officers, and directors, from and against any and all claims, liabilities, damages, costs, and/or expenses of whatever kind or nature, including without limit court costs and attorney fees, arising out of or related to the failure to so comply.

6. Probationary Period. You will be employed on a probationary status for a period of six (6) months with effect from the Effective Date ("Probation Period"). Post completion of the Probation Period, the employment shall be confirmed subject to the performance determined by the Company on various parameters including but not limited to your efficiency, professionalism and/or any other analogous to the foregoing.

It is hereby agreed that upon observance of due process, you may be terminated during the Probationary Period should you fail to meet the reasonable standards imposed and made known to you at the time of this engagement as per the terms of the agreement. Furthermore, this includes just and authorized causes found in Article 282 and 283 of the Labor Code of the Philippines. In the event that your services are terminated by the COMPANY during Probation Period for just causes and/or for poor performance, you will be entitled to collect only your salaries and benefits up to the end of working hours of the last day of actual service.

If you would be assigned to a particular project engagement, you agrees to attend, complete and pass any and all training or preparatory programs as required by the Company and/or its clients prior to being assigned full-time to the client account or the production floor.

You understand and agrees that, in the event that you failed to complete and/or satisfactorily pass any and/or all training and/or preparatory programs and/or any and all the terms of the probation employment; your probationary employment shall automatically be deemed cancelled or terminated.

Upon completion and satisfactorily passing the Probation Period, the confirmation will be intimated by HR department appropriately in writing.

7. Medical check and Background Verification

7.1 The Company may conduct pre-employment medical examination (PEME) which you hereby commit to undergo the same in accordance with the schedule set by the company before or after signing of the Job offer, reference checks/ background checks and drug test (including through a third party agency) in accordance to the scheduled set by the company, at its sole discretion to verify and authenticate the details and all the documents furnished by you to the Company. Background Check includes but not limited to verification of your employment history and qualifications. The Company reserves the right to make suitable formal/informal checks with the educational institutions and your former employers at its own discretion and you shall be deemed to have consented the Company to do so.

7.2 The Employee agrees that your employment/confirmation after completion of Probation Period, with the Company is contingent upon your passing of the mandatory drug screening, the pre-employment medical check-up and/or the background verification check and/or any analogous to the foregoing. The Company has the right to terminate the Agreement/employment of the Employee should the mandatory drug screening yields a positive result for the use of illicit/illegal substance, the pre-employment medical check-up yields a positive result on contagious illness and/or the background verification check yields results such as but not limited to knowledge/facts that are contrary to the Employee's claims or statements.



7.3 The Employee hereby grants the Company absolute authority to withhold; a) Your salary and other dues payable, until you submits all the required pre-employment documents or b) cancel the employment offer or c) immediately terminate this Agreement should there be any adverse findings in your pre-employment medical examination and/or your back ground check;

8. Former Employer

8.1 In the event of you becoming party to any proceeding/(s) brought by any former employer at any time during or after your employment with the Company, you recognize and agree that you shall have full and sole responsibility of responding to such action or proceeding and that the Company shall have no responsibility to participate in your response to such action or proceeding, whether at your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of Atos Syntel group of companies or its directors, officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

8.2 You hereby confirm that you are not subject to or party to any restrictive covenant including but not limited to non-compete, non-solicitation, intellectual property related, or confidentiality agreement or any other agreement that would limit or restrict your scope and ability to work in any way for the Company or any member of Atos Syntel group of Companies.

8.3 You have represented that you are not bound by any previous agreement in any way whatsoever from your previous employment that would limit or restrict your scope of ability to work in any way for the Company or any member of Atos Syntel group of Companies. In the event of you having any obligation binding from your previous employer, you undertake to declare and hold the Company harmless and not responsible thereby releasing the Company from any such dispute related to your previous employment.

8.4 In case of any breach or misrepresentation on your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified by you in respect for any litigation/proceedings that the Company or any member of Atos Syntel group of Companies may have to face on account of your breach or misrepresentation as above.

9. Schedule of Work.

Unless agreed otherwise, you will be required to work 40 hours per week between 9.00 AM to 6.00 PM from Monday to Friday. These hours incorporate an hour break for lunch. Overtime work must be pre-approved by the Company in writing. Working hours shall be documented on a time sheet/online computerized system and submitted to the COMPANY. The Company may at its sole discretion modify above working hours and timing. Subject to prior written notice, the company have the right to vary the number of hours, days and times which you will work, depending on the shift schedule that will be assigned to you.

The EMPLOYEE hereby agrees to abide by the established working hours of the COMPANY. The EMPLOYEE shall not perform any overtime work on any weekday or on Sundays or holidays unless specifically directed by his/her superior/immediate supervisor in each instance and/or any of the instances where the Company may further require you to work provided for under the Labor Code of the Philippines;

10. Critical Work Day. You agree/understand the very nature of the outsourcing/off-shoring industry where the Company belongs, that it operates 24X7 irrespective of day and time as may be required by the Company's client. In accordance to Labor Code of the Philippines on "Business Exigencies" under Articles 92 & 93, you agree and commit to make yourself available and immediately report for work on any day or at any time of the day depending on the prevailing circumstance(s) of Company operations. The company shall comply with the legally mandated remunerations if found necessary and applicable to such days that will be declared "critical work day".



11. Remuneration. The COMPANY shall make payment to you and agrees to accept Gross Annual Compensation as attached herein as **Annexure A**. Compensation will be payable twice a month in equally divided amounts, not exceeding sixteen (16) days per interval. Please refer to annexure details tabled below -

The entitlements of your total Compensation are subject to Company policy/ies, procedure or guideline that may be issued from time to time. All perquisites and benefits including reimbursements are subject to applicable tax provisions which may be applicable including taxation on perquisite value.

12. Other Benefits and Expenses. You shall be entitled during the term of this Agreement to the following:

12.1 Health Insurance and Life Insurance Coverage. From Effective Date you will be eligible, for the company medical health card program from the company's current provider. Details of your entitlement and utilization of this benefit would be discussed during your pre-employment orientation.

12.2 Statutory Insurance and Benefits. The Company shall provide the Employee its entitlement to the benefits due him from the government as mandated by law where it is the Company which has the responsibility to process claims or application form, as enumerated hereunder. Other statutory benefits not listed herein means those benefits are personally applied for by the Employee directly with the concerned government agency:

- **Social Security System**
 - Maternity Benefit (for qualified female employees)
 - Sickness Benefit
 - ECC Sickness Benefit
 - Salary Loan
 - Calamity Loan
- **Employee Compensation Commission**
 - Sickness Benefit
- **Pag-IBIG Fund / Home Development Mutual Fund**
 - Multi-Purpose Loan
- **Philippine Health Insurance Corporation**
 - Philhealth Benefit (Hospital Expense Subsidy)

13. Annual Leave and Public Holidays. Our leave year runs from 1 January to 31 December. Your annual leave entitlement will be as per the leave policy available on the internal portal of the Company.

You will be eligible for leave as per the Policy announced by the Company from time to time. All leave applications, approvals, rejections and any analogous to the foregoing must be in line with the HR Policy laid down and as applicable from time to time. The Company reserves the right to cancel any approved leave for reasons of business requirements and you are expected to provide full cooperation and adhere to such requests of the Company. The Company is also entitled to, suo moto, ask you to go on leave for such number of days and on such terms and conditions as intimated to you by the HR Department without assigning any reason to you.

Additional paid holidays are declared each year for public holidays and the Company will update the list of paid holidays for the calendar year in the internal portal of the Company.

In case of any unauthorized leave or excess leave i.e. beyond approved leave, the Company shall take appropriate action as per the Company Policy against you.



14. Travel Expenses. All travel expenses of the EMPLOYEE specifically related to the business, and with specific prior approval of, the COMPANY, shall be for the account of the COMPANY. Travel expenses shall mean air fares, car rental expenses, food and hotel accommodations, as applicable.

15. Specialized Training & Knowledge Acquisition

15.1 If you have to undergo any specialized training in the Company or as arranged by the Company, you will have to execute a separate Training Agreement to serve the Company for a specific minimum period that the Company deems necessary.

15.2 On deputation to a client site for knowledge acquisition and subsequent knowledge transfer on a client's application, either for development, enhancement, maintenance or support, you will be understood to have gathered intellectual property on behalf of the Company, hence you will have to execute a separate Onsite Deputation Agreement. This clause does not apply in the event that you are transferred, within the Company, to another client engagement where the value of the initial knowledge acquisition has diminished and therefore does not constitute knowledge attrition.

15.3 You hereby agree that any and all amounts due to you as wages, commissions, bonuses or other similar benefits from the COMPANY at the time of separation, resignation or indefinite leave of absence shall first be applied to any outstanding obligations he/she may have with the COMPANY and said EMPLOYEE hereby name, constitute or appoint the COMPANY or any of its representative as his/her attorney-in-fact fully authorized and empowered to offset any and all unpaid salaries or benefits due him/her against his/her outstanding obligation. Should the amount due the EMPLOYEE be less than his/her outstanding obligation, the EMPLOYEE agrees to settle the balance in a manner acceptable to the COMPANY.

16. Employee Benefits. The EMPLOYEE shall be entitled to all other benefits applicable to the EMPLOYEES of the COMPANY statutorily and as per the COMPANY's human resources policy which are currently in existence or those which hereafter maybe adopted by the COMPANY from time to time.

17. Relocation Reimbursement. In the event that you are required by the COMPANY to relocate, COMPANY may reimburse the cost (or a proportion) of such relocation (the "Relocation Expenses"). In event if you are terminated within 12 months due to default from your end including but not limited to neglect of duties, misconduct/ misdemeanour or any other reason, you agree to repay 100% of the Relocation expenses on termination of your employment.

Other procedures and policies reflecting the way that the COMPANY operates such as the disciplinary and grievance policy are contained in the SYNTEL Global Group Policy Manual. The HR policies contained in that document are binding upon the Employee and can be amended by the COMPANY from time to time. Pursuant to this clause, it is agreed by the Employee that the same is read, understood and agreed.

18. Confidentiality

18.1 "Confidential Information" includes knowledge about the commercial affairs and business transactions of the Company and/or any member of Atos Syntel group of companies including, but not limited to, information about the clients, employees, suppliers, contracts, pricing structures, financial and marketing details, terms of business, proposed transactions, premises, assets, internal communications, Intellectual Property, technical systems, data, designs, formulae, product lines, projects, operational procedures, research activities, negotiating position, forward planning, technical and product developments, accounts, finances, computer software and general know-how of the Company and/or any member of Atos Syntel group of companies (all to include whether former actual or potential).



18.2 In connection with you providing certain products and/ or services to the Company and/ or on behalf of the Company, you will have access to the above Confidential Information concerning the Company, any member of Atos Syntel group of companies and the Company's clients. As a condition to you being given access to such information, you agree to treat any information concerning the Company, any member of Atos Syntel group of companies and/ or the Company's clients (whether prepared by the Company, its advisors or otherwise) which is furnished to you by or on behalf of the Company, any member of Atos Syntel group of companies and/ or the Company's clients (herein collectively referred to as the "Confidential Information") in accordance with the provisions of all policies and to take or abstain from taking certain other actions herein set forth. The Confidential Information shall be solely used for the purpose of and on behalf of the Company and you further agree that disclosure of the same shall be only with prior written permission of the Company.

18.3 You acknowledge that the Company, any member of Atos Syntel group, its clients are subject to certain privacy and information security laws and regulations, pursuant to which the Company, any member of Atos Syntel group of companies/ its clients are required to ensure that you appropriately safeguard personal or financial and other information regarding the Company, any Atos Syntel group of companies/ its client's former, current or prospective clients or employees ("Sensitive Data"). You agree that you will (a) not use any of the Company's and any member of Atos Syntel group of companies / or its client's Confidential Information/Sensitive Data except to the extent necessary to carry out the obligations for which you are engaged by the Company, any member of Atos Syntel group of companies / its client and for no other purpose, (b) not disclose the Company, any member of Atos Syntel group of companies and/or its client's Confidential Information/Sensitive Data to any third party without the prior written consent and subject to the further requirements of this Section, (c) as applicable, employ administrative, technical and physical safeguards to prevent unauthorized use or disclosure of the Company, any member of Atos Syntel group of companies / its clients Confidential Information/Sensitive Data, (d) promptly provide information as the Company, any member of Atos Syntel group of companies / its client may request relating to oversight obligations under applicable laws and regulations, (e) in the event of any actual or apparent theft, unauthorized use or disclosure of any of the Company, any member of Atos Syntel group of companies /its client Confidential Information/Sensitive Data, immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and (f) as soon as practicable following discovery of any event described in clause (e) hereof, provide the Company, any member of Atos Syntel group of companies / its client notice thereof, and such further information and assistance as may be reasonably requested.

18.4 You agree to promptly re-deliver to the Company, any member of Atos Syntel group of companies, upon request, all Confidential Information/Sensitive Data including all Intellectual property rights; whether registered or unregistered, on any tangible media and that you will not retain any copies, extracts or other reproductions in whole or in part of such material. You further agree that breach of this confidentiality clause could cause irreparable harm to the Company and that the Company shall be entitled to any and all injunctive and equitable relief, as well as monetary damages, including reasonable attorney fees, for such breach.

18.5 From time to time, Company, Company's clients and/or any member of Atos Syntel group of companies and/ or other general business requirements of the Company and/or any member of Atos Syntel group of companies may want you to sign special Non-Disclosure Agreements ("NDA"). These NDA's may be process/ client specific or could represent a new regulatory requirement. It is clearly understood that non signing of NDA shall not be a ground or justification for you to disclose the Confidential Information/Sensitive Data to any third party without the prior written permission of the Company, any member of Atos Syntel group of companies.



18.6 You acknowledge and understand that:

18.6.1 The Confidential Information enumerated above shall be shared with you and/or you are given access to the same in complete trust reposed in you by the company and any unauthorized dissemination thereof would amount a breach of trust on your part. Maintaining absolute confidentiality is crucial to the Company.

18.6.2 Without prejudice to the above, a breach of these provisions shall be regarded as a serious disciplinary matter and if committed by you while you are employed by the Company or your employment with the Company, will result in disciplinary action being taken against you including termination of your employment and/or initiate legal proceedings (Civil, Criminal or both).

18.6.3 Confidentially provision contained herein shall survive termination of this Agreement.

18.6.4 The obligation of secrecy contained herein will apply unless you have express written consent from the Company or the relevant member of Atos Syntel group of companies to disclose the Confidential Information

18.6.5 You will not during the term of your employment and any time thereafter publish, post, share or release any information including but not limited to Confidential Information/Sensitive Data; material/information that is inappropriate or harmful to Company and/or any member of Atos Syntel group of companies, its employees or customers; commentary, content or images that are defamatory, proprietary, harassing, libelous to the Company and/or any member of Atos Syntel group of companies or that can create a hostile work environment on social media which is broadly understood to include blogs, wikis, micro blogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites and other sites/services that permit users to share information with others.

18.6.6 You agree that the undertakings comprised in this clause are reasonable and necessary to protect the legitimate business interests of the Company and/or Atos Syntel group of companies during and after the termination of your employment.

18.6.7 Notwithstanding the foregoing, if you or any of your representatives are required (by oral question or request for information or documents in legal proceedings or similar process) to disclose any Confidential Information, you will promptly notify the COMPANY of such requirement so that the COMPANY may seek an appropriate protective order and/or waive your compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, you or any of your representatives is nonetheless, in the reasonable written opinion of counsel, compelled to disclose Confidential Information/Sensitive Data to any tribunal or else stand liable for contempt or suffer other censure or penalty, you or your representatives, after notice to the COMPANY, may disclose such Confidential Information to such court/ tribunal. You or your representatives shall not be liable for the disclosure of Confidential Information/Sensitive Data hereunder to such tribunal compelling such disclosure unless such disclosure to such tribunal was caused by or resulted from a previous disclosure by you or your representatives not permitted by this Agreement.

19. Data Protection

19.1 The Company may be required to process, transfer and store your personal and sensitive data in any of the other locations of the Company or any member of Atos Syntel group of companies that may not be your home location (including amongst others, transfers of your health information to another office of the Company) for inclusion in our central HR system.

19.2 By signing this contract, you acknowledge and agree that Company is permitted to collect and hold personal data about you as part of our personnel and other business records and that the Company may use such information for the purpose of conducting background checks, administering your employment and other purposes directly related to your employment.



19.3 You agree that we may disclose such data to third parties in the event that such disclosure is in our view required for the proper administration of your employment and other matters directly related to your employment. This clause applies to information held, used or disclosed in any medium.

19.4 For further information, please refer to the Information Security Policy, which is available on the Company's internal portal.

20 Notice Period

20.1 You or the Company may terminate your employment by giving the other party written notice as follows:

(a) At any time during your probationary period: Sixty (60) Days

(b) After completion of your probationary period: Sixty (60) Days

(c) If you have signed any other agreement with the Company or any member of Atos Syntel group of companies that provides for a larger notice period than enumerated in Section 20.1 (a) or 20.1 (b), then that larger notice period shall apply. (The above is collectively referred to as "Notice Period"). The expression like being in the employment of the Company, during your employment term, includes Notice Period also.

20.2 The Company reserves the right to make a payment of basic pay in lieu of such Notice Period.

20.3 During your notice period, the Company may terminate your employment, after observance of due process in the event of gross misconduct or a serious breach of your employment obligations.

20.4 We may, at any time during your Notice Period (whether notice is given by you or by the Company), alter your duties.

21. Return of Property. When your employment ends (or earlier upon demand by the Company) you are required to return all Confidential Information/Sensitive Data, and all Company/its Client's property and equipment in an acceptable condition.

22. Non-Solicitation / Non-Compete / Non-Diversion

22.1 The COMPANY does not believe in preventing EMPLOYEE from working in the information technology industry. the COMPANY's motive is in protecting its legitimate business interests, including without limitation, the COMPANY's trade secrets, customer and supplier/vendor relationships, goodwill and loyalty, and that any violation of this Section 22 of this Agreement by Employee would cause substantial and irreparable harm to the COMPANY. EMPLOYEE and the COMPANY agree that the COMPANY's legitimate business interests are protected by EMPLOYEE's agreement, and EMPLOYEE does agree, that during the term of this Agreement and for a period of one (1) year subsequent to the termination of this Agreement by any means, EMPLOYEE shall not, without the prior written consent of the COMPANY, directly, indirectly, or through any other party solicit business from, perform services for, accept or engage in any employment, independent contract, consulting, or other similar relationship with any entity with whom EMPLOYEE had, during the term of this Agreement, any contact with or exposure or access to any COMPANY's confidential information regarding the entity, including but not limited to, pricing, costs, marketing strategies, systems, projects, and/or opportunities for the entity. EMPLOYEE and the COMPANY agree this restriction is reasonable, necessary to protect the COMPANY's business interests and does not prevent EMPLOYEE from working in the information technology/ITES business and does not prevent EMPLOYEE from pursuing a livelihood. This one (1) year period shall automatically be extended by any period of time commencing with the COMPANY's demand of EMPLOYEE for compliance with this provision or EMPLOYEE's non-compliance with this provision and the ultimate resolution of that demand or non-compliance either by agreement of the COMPANY and EMPLOYEE or by court order.

22.2 You shall not, following the termination of your employment represent yourself or hold yourself out as being in any way connected with the business of the Company and/or any member of Atos Syntel group of companies.



23. Receipt of Payments and Benefits from Third Parties. Subject to any written instructions issued by the Company, neither you nor any member of your family, nor any company or business entity in which you or they have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit from third parties in respect of any business transacted (whether or not) by you on behalf of the Company and/or any member of Atos Syntel group of companies and if you, any member of your family or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit, you will forthwith notify the same to the Company and upon instructions from the Company, account to the Company or the relevant member of Atos Syntel group of companies for the amount received or the value of the benefit so obtained.

24. Conflict of Interest. You undertake and agree to mention that you would conduct yourself with the highest standards of integrity, honesty and fairness to avoid any conflict between your personal interests and the interests of the Company. You further undertake that you do and would not have any direct or indirect interest in a competitor, customer/client or vendor/supplier of the Company or to any member of Atos Syntel group of companies to the extent or nature that it affects, or appears to affect, your responsibilities to the Company. The interest shall also apply in the manner of seeking or accepting any form of benefit, gift, privilege, financial interest, employment with or become directly or indirectly involved as an independent contractor, consultant or otherwise with any competitor/client/vendor of the Company or any member of Atos Syntel group of companies. You shall not personally take advantage of a business opportunity rightfully belonging to the Company or any member of Atos Syntel group of companies or derive personal profit, gain or advantage (other than rightful compensation from the Company) as a result of any transaction undertaken on behalf of the Company or any member of Atos Syntel group of companies.

25. Policies and Procedures

25.1 The Company has adopted/formulated number of employment and business policies and procedures. You must comply with the Company's policies and procedures (as amended from time to time), including the Code of Conduct.

25.2 You can access Company policies and procedures including the Code of Conduct, on the Company's internal portal site. You must familiarize yourself with them and you agree to be bound by them as applicable from time to time. No separate agreement is required for you to be bound by such policies and procedures from time to time.

25.3 We reserve the right to change existing policies and procedures or introduce new ones from time to time. Information about new policies and procedures or changes to existing ones including the Code of Conduct will be communicated through the Company's internal portal and/or employee communications.

25.4 Company may at its sole discretion may take appropriate disciplinary action if you failed to comply with the Company's policies and procedures.

25.5 You hereby confirm that you have not been convicted nor pleaded guilty for violating any law, regulation or ordinance nor has any criminal charges presently pending before any court of law.

25.6 You understand and agree that you will not involve/make the Company and/or any member of Atos Syntel group of companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of Atos Syntel group of companies indemnified at all times should the Company and/or any member of Atos Syntel group of companies suffers or incurs any damages and expenses whatsoever in this regard.

25.7 Should you be alleged/convicted in any crime or offence in any country of whatsoever nature, you will immediately inform Our HR and adhere to all the disciplinary procedures as the circumstances may demand.



26. Software and Intellectual Property Right

26.1 You are strictly prohibited from using or bringing in or installing or downloading any unauthorized / infringed copies of software or products into the office premises (also includes work place at the Company's / any member of Atos Syntel group of companies /its client's office premises) or on Company (or any member of Atos Syntel group of companies) or client provided computer/s and equipment. No product or software shall be procured, used or installed from any external sources or copying software from one computer system to another without the prior written approval by the Company's or its client's appropriate authority for Information Security protection and any non-compliance shall be considered a serious breach with punitive penalties and action. You shall also not violate any terms of any of the products or licenses that are provided to you for use by the Company or its Client as part of the job assigned to you from time to time, and protect the Company's and/or any member of Atos Syntel group of companies and its client's (including any third party's) intellectual property rights ("IPR") and adhere to applicable laws/regulations including IPR related rules and regulations of the Company's / member of Atos Syntel group of companies/ its client's.

26.2 Any violation, infringement or breach of the terms of IPR rights of the Company / any member of Atos Syntel group of companies /its clients or infringement of their IPR rights otherwise shall be considered a material breach of Terms of Employment and the Company is entitled to take strict action against you and claim damages, costs and expenses of rectifying such breach including legal proceedings and termination of employment contract. You shall read and understand the Company's / all member of Atos Syntel group of companies / its Client's Information Security Policy/ IPR related rules & regulations and fully adhere to the same during the term of employment and thereafter to the extent any obligations survive termination of employment.

26.3 You agree to inform the Company, full details of all the inventions, discoveries, concepts and ideas (collectively called "Developments"), whether patentable or not, including but not limited to, hardware and apparatus, products, processes and methods, formulae, computer programs and techniques, software as well as any improvements and related knowledge, which you conceive, improve, complete, or have put in to practice (whether alone or jointly with others) while being in the employment of the Company, and which relate to the present or prospective business, work or investigations of the Company and/or any member of Atos Syntel group of companies; or which result from any work you do, using any equipment, facilities, materials or personnel or time of the Company and/or any member of Atos Syntel group of companies; or which has or have been developed by you or under your supervision, or which results from or are suggested by any work, which you do or may do for the Company and/or any member of Atos Syntel group of companies.

26.4 The ownership of all "Developmental" work and documentation created by you shall from the moment of its creation, vest in the Company and/or any member of Atos Syntel group of companies as the exclusive owner. You shall, if so required by the company, execute a separate agreement assigning to the Company and/or any member of Atos Syntel group of companies / its nominees, agents, etc. , Your entire right, title and interest (including all proprietary, moral and fringe rights) in :

-All Developments;

-All trademarks, copyrights and mask work rights and all intellectual property rights/industrial property rights in the Developments; and

-All patent applications filed, patents granted on any development, including those in foreign countries, which you conceive or make (whether alone or with others) while being in the employment of the Company or within two (2) years of the end of your employment (if conceived as a result of your employment). In case you are unable to or otherwise do not execute any required agreements to enable the Company/ or any member of Atos Syntel group of companies to further protect its rights, you irrevocably appoint the Company as your attorney to execute all such agreement and they shall be binding on you as if you had agreements and they shall be binding on you as if you had personally executed them.




26.5 You acknowledge existence of the Company's/ any member of Atos Syntel group of companies / its clients present and future products, know how, processes, software products, programs, codes, documentation and flowcharts in any form and agrees to abide by the procedures of the Copyright/ Trademark/ Patents/ Design/ other IPR laws in force in Philippines and foreign countries, which prohibits the reproduction of such protected works, in whole or in part, or in any form or by any other means, without the prior written permission of the Company and/or any member of Atos Syntel group of companies / its clients as the case may be.

26.6 You assign to the Company and/or any member of Atos Syntel group of companies your entire right, title and interest in any invention or improvement that you might make solely or jointly with others, during the course of your employment with the Company relating to any and all products/ services/ software/ software tools, marketed or manufactured or developed and that you will perform any acts and execute such documents without expenses to you which, in the judgments of the Company and/or any member of Atos Syntel group of companies or its attorneys may be needful or desirable to secure to the Company and/or any member of Atos Syntel group of companies, patent/ IPR protection and any/ all rights relating to such invention or improvement.

26.7 You acknowledge and agree that all of the Company and/or any member of Atos Syntel group of companies / its client's Confidential Information, sensitive data and work product developed as a result of your engagement and employment by the Company / any member of Atos Syntel group of companies / its client, including, in each case, any derivative works thereof will remain, the property of the Company and/or any member of Atos Syntel group of companies / its client as applicable. Any work product, materials or deliverables developed as a result of your engagement by the Company / any member of Atos Syntel group of companies / its client shall be considered "works made for hire," and to the extent that exclusive title and ownership rights may not originally vest in the Company and/or any member of Atos Syntel group of companies/ its client, as contemplated hereunder, You shall irrevocably assign, transfer and convey to all rights, title and interest therein. In case you are unable to or otherwise do not execute any required agreements to enable the Company/ or any member of Atos Syntel group of companies to further protect its rights, you irrevocably appoint the Company as your attorney to execute all such agreement and they shall be binding on you as if you had agreements and they shall be binding on you as if you had personally executed them.


27. Information, Assets and Systems. When you join the Company you may have access to phones, e-mail, the Company's internal portal, internet and other equipment and systems. These form part of Our IT and communication systems and you will be required to use them in accordance with the policies relating to them. We may take disciplinary action, if you fail to comply with them and in certain circumstances, this could amount to gross misconduct leading to dismissal. You should refer and adhere to the Code of Conduct and the Company Policy Standards for further information on these policies.

28. Deductions from Remuneration. The Company may deduct from your remuneration any overpayment made to you, any benefits including leave taken by you beyond entitlement or amounts owed by you to the Company, to the extent permitted by law.

29. Discipline

29.1 Details of our disciplinary procedures are available on the Company's internal portal. These procedures do not form part of your Employment Agreement.

29.2 We reserve the right to place you on Preventive Suspension at any time during your employment, on terms and for periods as we determine appropriate pursuant to applicable company policies and labor laws. Reason for Preventive Suspension includes (but is not limited to) where your continued presence poses threat to life and property of the company and your co-employees and where we are carrying out investigation and/or disciplinary procedures against you and your continued presence may alter/affect/influence the outcome of a particular case where you are subjected to.



30. Taxes. You will be solely responsible for declaring and paying all taxes to the relevant tax authorities due on payments made and benefits provided to you by the Company and/or any member of Atos Syntel group of companies. The Company shall deduct any statutory dues/taxes from amounts paid to you, as per applicable laws.

31. Changes to Your Terms of Employment

31.1 On matters not specifically covered in this Agreement, you shall be governed by the Company's Policies/ Terms and Conditions/ service rules, practices, which are liable for modifications, additions, total or partial withdrawal, suspension/ revocation, etc. from time to time. The Company's decision on all such matters shall be final and binding on you.

31.2 In relation to the benefits (not being a statutory benefit) referred to in this Employment Agreement, we reserve the right to withdraw or alter their terms with or without notice at any time. We will exercise reasonable discretion if We change the benefits or exclude You from them.

31.3 The Company shall, as per its business requirements, depute/assign you to any country outside Philippines and/or any member of Atos Syntel group of companies after providing you with reasonable notice thereof. In the event of you being so deputed/assigned, you shall, subject to our deputation policy of the respective country, overseas deputation agreement and other related documents signed by you in this regard, be strictly bound by this Employment Agreement.

32. Warranty. You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Employment Agreement.

33. Return of Company Property. At any time during the Employment (at the request of the Company) or when the Company or Employee terminates the Employment the Employee will immediately return to the Company:

- a. All documents and other materials (whether originals or copies) made or compiled by or delivered to the Employee during the Employment and concerning all the Group Companies. The Employee will not retain any copies of any materials or other information; and
- b. All other property belonging or relating to any of the Group Companies which is in the possession or under the control of the Employee.

34. Computer Surveillance. The EMPLOYEE hereby agrees that the Company may conduct e-mail surveillance of his/her work computer on a continuous basis and that this clause provides him/her with the required notice of that surveillance.

35. Entirety. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, undertakings and agreements, whether oral or written, of any nature whatsoever, with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the COMPANY and the EMPLOYEE. This agreement cannot be changed, modified, or terminated unless, if in writing, and signed by the parties hereto. The validity, interpretation, construction and enforcement of this agreement shall be governed by the Labor Code of the Philippines, other labor laws, rules and regulations issued by the Department of Labor and Employment and other administrative agencies.



36. Severability and Partial Invalidity. If any clause in this Employment Agreement/ the Terms of Employment is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of the provisions of this Employment Agreement will continue in full force and effect as if this Employment Agreement/ the Terms of Employment had been executed without such invalid provision/s.

37. Assignment. The COMPANY shall have the right, but not the obligation, to assign this agreement and the COMPANY's rights hereunder in whole, but not in part, to any corporation or other entity with which the COMPANY may merge or consolidate, or to which the COMPANY may transfer all, or substantially all, of its assets provided such corporation or other entity assumes all of the COMPANY's obligations hereunder. You understand and acknowledges that his employment contract is a contract for the personal services of you and cannot be assigned. This contract is for the personal services of yours and shall cease and desist and be considered null and void upon the termination of the contract under any of the provisions hereto.

38. Dispute Resolution. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the Philippines.

In any dispute between the COMPANY and you arising from, in connection with, or related to this Agreement or its performance, construction or interpretation, the Parties shall endeavor to resolve it by agreement through conference(s) and/or negotiation(s) conducted in good faith. You hereby understands and agrees that the aforesaid negotiation(s) and/or conference(s) must be conducted by the Parties within fifteen (15) days from the occurrence of the incident subject of the dispute. Further, it is only after the Parties fail to resolve the dispute through negotiation(s) and/or conference(s) shall the same be submitted to the jurisdiction of the National Labor Relations Commission (NLRC) and/or any other court of law with jurisdiction over a particular case, in accordance with Philippine Labor Law and other pertinent laws of the Philippines.

39. Termination of Employment. You may terminate your-employer relationship or the employment contract by serving a written notice of at least Sixty (60) Days in advance and failure to do so shall make you liable to the employer for liquidated damages in an amount equivalent to your Two months' salary. This will be applicable as per Article 285 of Labor Code of the Philippine.

In addition to just cause for termination under Article 282 of the Labor Code of Philippine, and the authorized cause for termination under Article 283 and 284 of the same code, the Company may terminate your employment on account of violation of Company rules and policies that are existing or otherwise promulgated from time to time, and which rules and policies are to be made known to you, provided further after observance of due process.

40. Survival of Obligations. The obligations of the parties under this Employment Agreement that the parties have expressly agreed will survive termination or expiration of this Employment Agreement or which, by their nature, would continue beyond the expiration or termination of this Employment Agreement, will survive such expiration or termination. For the avoidance of any doubt apart from other clauses *if any*, the clause No. 18, 19, 21, 22, 26, 33 and 38 of this Employment Agreement shall survive the termination or expiry of this Agreement and your employment with the Company.

41. Waiver. It is hereby agreed that failure of the Company to enforce at any time or for any period of time the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right thereafter to enforce each and every term and condition of this Employment Agreement.

42. Clarifications. For any further clarifications about the above clauses or any interpretation of the above clauses, you shall approach the HR team at the earliest.



43. Joining Instruction. You need to submit all the desired documents, as enumerated by the recruiter, at the time of joining. However, if for some reason you are unable to submit it on the day of joining, you shall execute and submit to the Company a self-declaration in this regard indicating the timeframe by when these documents will be submitted by you not exceeding One (1) Month from your date of joining. Failure of the employee to complete/submit the required pre-employment data/records/documents within the agreed timeframe written in the "self-declaration", the employee hereby allows the company to withhold its salary until such time documents have been fully completed and submitted to HR and/or Recruitment department.

You agrees to attend, participate in and complete the standard Company orientation program that will better inform you about the company history, current products and services

44. Notices. All notices under this Employment Agreement shall be sent by post and/or email at the following addresses.

Neil Andrei Reyes
Purok Geranium, Tungkil Minglanilla Cebu

Each party shall notify the other about any change in address at least 15 days prior to the change happening. Notice sent to you at the above address or the current communication address as per company records shall be deemed as sufficient service during and after the term of this Employment Contract.

IN WITNESS WHEREOF, the parties hereto acknowledge, understand and agree to this Employment Agreement including all annexes attached hereto. The parties understand and intend to be bound by all clauses contained in this document and further certify that they have received signed copies of this Agreement.

For SYNTEL Infotech Inc.



Hervie A. Sanchez
 Head – Human Resource and Administration (Philippines)
 Syntel InfoTech Inc.

Date:

Please indicate your acceptance of these terms and conditions by signing the duplicate copy of this Employment Agreement and returning it to the Company.

I, the undersigned, have read and agree to be bound by the terms and conditions of employment as stated in this Employment Agreement. I understand that the Company may vary the terms and conditions of employment from time to time and I agree to be bound by the same.

Employee Name NEIL ADREI REYES Signature 

Employee ID Date 11/29/2021

ANNEX "A"

Employee Compensation Details:

DOJ: December 27, 2021

Name : Neil Andrei Reyes
Band & Grade: GCM2
Designation : Associate Consultant

Pay and Allowances	Monthly	Annually
Basic Pay	Php 30,000	Php 360,000
Non Taxable Allowance	3,983.33	47,800
13th Month Pay		30,000
Total Annual Emoluments		Php 437,800

1. All payments are subject to appropriate taxation.
2. All payments would be as per company's rules and regulations, and administrative procedures in force
3. The salary structure is subject to modification from time to time

NEIL ANDREI REYES
Employee Name..... Signature

Employee ID Date 11/29/2021

