



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

Date: 26 December 2022

Pramod KE
Flat No 201, 42/2
Sri Kalleshwara Nilaya, 3rd Main, 3rd Cross
Bengaluru 560075

Sub: Offer and Letter of Appointment

Dear Pramod KE,

Congratulations!!! We are pleased to issue the letter of appointment to you for the position of **Senior Salesforce Developer** in Work level **4A** based at **Pune**.

Syngenta is one of the world's leading companies with business in over 90 countries dedicated to our purpose of "Bringing plant potential to life". Our Crop Protection and Seeds products help growers increase crop yields and productivity. We contribute to meeting the growing global demand for food, feed and fuel and are committed to protecting the environment, promoting health and improving the quality of life.

The terms and conditions of your appointment are set out as below. This offer is subject to you being medically fit; verification of your credentials/documents and satisfactory checking of background/character from the references. In the instance that any of the above are reported as unsatisfactory, this offer letter becomes null and void.

Please return the duplicate copy of this letter, duly signed by you, as acceptance to the terms and conditions.

1 Code of Conduct

The Syngenta Code of Conduct, forms an integral part of your terms of employment with Syngenta. It shall be your endeavor to translate the Code into reality.

It guides each of us to demonstrate the highest standards of ethical conduct combined with our business performance. It is the foundation on which our reputation and our Company is built. A copy of the Company's Code of Conduct is enclosed.

2 Duties

The Company expects the employee to perform the duties allotted to him/her in a responsible manner. In this connection he/she shall:

- faithfully safeguard the interests of the Company;



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

- comply with the general regulations and any special instructions issued to him/her;
- not engage in any other gainful activity in so far as it is incompatible with his/her obligations to the Company; in all cases of doubt he/she shall obtain written authorization from the Company;
- Conscientiously preserve the Company's business and manufacturing secrets both during the currency of the employment relationship and after its termination.
- During the period of his/her employment, the employee shall not without the prior consent in writing of the Company engage himself/herself in any trade, business or occupation or any other activity and shall exclusively devote his/her time and attention to the business of the Company.

3 Inventions / Discoveries

Any discovery/invention of a process and improvement in procedure which the employee makes or to which he/she contributes in the course of his/her service and in fulfillment of his /her contractual duties, shall be the property of the Company irrespective of their suitability for protection. The employee shall not without the written permission of the Company disclose them or any of them to any third party nor permit any third party to inspect or have access to any document, drawing, model, etc. relating thereto.

Without the previous consent of the Company in writing at any time during the continuance of his/her employment, the employee shall not publish or cause to be published any publication or contribute any article or review to any newspaper, magazine or other publication whether for remuneration or otherwise on a subject in any way related to or concerning the Company's business.

Inventions made by the employee in the course of his/her service shall belong to the Company. The employee shall immediately give the Company written notice of such an invention and hereby agree that any such inventions shall be unconditionally assigned to the Company. Even after the termination of the employment relationship, the employee shall furnish the information and fulfill the formality needed by the Company for patent registration. The Company shall reimburse any reasonable cost incurred by the employee but no fee shall be payable.

Any inventions made or developed by the employee independently without impacting his/her service or contractual duties and without using company resources, facilities or IPRs etc., may be acquired by the Company. The employee shall immediately give the Company written notice of such an independent invention. The Company shall evaluate whether the same is developed or invented by the employee in his individual capacity and accordingly inform the employee in writing within six months whether it wishes to acquire the invention or whether it will grant him/her the right (in writing) to exploit it on his/her own account. The Company undertakes to compensate the employee with a reasonable and appropriate amount, if it acquires the invention. Any claims,



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

damages or losses pertaining to employee's independent invention without using Company's IPR or facilities, arising from third party/ies, shall be to employee's account.

4 Change in kind of work and/or place of employment

The Company reserves the right to assign the employee duties other than those originally foreseen – without a written amendment to the contract being necessary. The employee's place of employment shall be such as may be determined by the Company from time to time within India including transfer of employment to any other company, body corporate, affiliate, subsidiary or group company as the Company may deem fit. The business interests of the Company and the functions entrusted to the employee concerned may warrant travel in India or elsewhere in which case the Company shall reimburse to the executive reasonable traveling, hotel and other expenses actually incurred by him/her. If the employee's employment is transferred by the Company, the transferee company shall assume employer's obligations hereunder and following such transfer such subsequent employer shall be deemed the employer.

5 Medical – Examination

The employee must undergo a medical examination prior to his/her joining the service of the Company. If at any time the employee is prevented by ill-health or accident or any physical or mental disability from performing his/her duties, he/she shall inform the Company and supply such details with regard thereto as the Company may reasonably require. If called upon by the Company, the employee shall submit himself/herself to examination by a Medical Practitioner appointed by the company from time to time.

6 Retirement Age

The employee shall retire from the service of the Company at the end of the month in which he/she attains the superannuation age of 60 years.

7 Termination of Contract

- (a) This contract shall automatically cease to be in force on the date on which the employee attains the age of superannuation as per the preceding paragraph. No notice shall be required.
- (b) This contract is subject to premature termination at three months' notice when the employee becomes permanently unfit for duty.
- (c) During the probationary period, the contract may be terminated by either party by giving one month notice or payment of salary in lieu of such notice.
- (d) After confirmation of employment, the contract may be terminated by either party on three (3) months' notice ("Notice Period") to the other Party, or payment in lieu off, subject to approval from the Company. If you expect an early release or waiver in the Notice Period, you must make a written application to that effect to the Company, and the Company's



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

decision in this matter shall be final and binding. On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

8 Cessation of work

When termination of the employee's relationship is imminent the Company shall be entitled while preserving the employee's financial entitlements to require him/ her to cease work immediately but to remain at its disposal until expiry of the Contract of Employment. The employee may, however, in this case secure premature release from the contract.

On cessation of employment whether on account of retirement prematurely or on superannuation or otherwise, the employee shall ensure to hand over the Company's properties, information and / or documents under his/her possession, custody or control to such other person as may be nominated by the Company.

The employee shall not, after the termination of this contract for whatever cause, represent himself/herself as being in any way connected with or interested in the business of the Company.

9 Jurisdiction

This contract of employment shall be construed in accordance with the laws of the Union of India and the same shall be deemed to have been made in Pune and any dispute arising from this contract shall be adjudicated upon or decided in the first instance by the appropriate court in Pune.

10 Commencement

This contract shall take effect from a date mutually agreed between yourself and the company but **not later than 15 December 2022**. You will confirm in writing the actual date of joining to the authorized signatory of the Company.

The employee shall be on probation for a period of six months, on satisfactory completion of which he/she will be confirmed in the Company's employment automatically unless it is informed in writing to the contrary. However, the period of probation may be reduced or extended at the discretion of the Company.

In consideration of the employee's service, the Company hereby undertakes to pay the employee basic salary and other benefits as set out hereinafter. The details are available in the annexure for your reading and must be treated as confidential.

11 Other terms and conditions

It is hereby agreed and declared that a residential accommodation (whether owned by or leased / tenanted to the Company), if any provided by the Company basis applicable policy, to the



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

employee shall be by reason of his/her employment with the Company and that the employee shall be Trustee for the Company in respect of such residential accommodation.

It is further agreed and declared that in the event of the employee being in occupation of any residential accommodation provided by the Company to the employee at the time of ceasing to be in the employment of the Company for whatever reason, he/she shall vacate the same forthwith and hand over the same to the Company and that his failure to do so will constitute a breach of trust and gross and willful misconduct on his/her part.

The employee agrees that in such event the company is hereby authorized to withhold payment of and other dues of the employee till such time as he/she hands over to the Company vacant possession of the residential accommodation provided to him.

The employee confirms that the flat shall be occupied by himself / herself and his / her family members, viz. his/her spouse, his/her sons, his/her daughters and nobody else. He/she admits that he/she and his/her family members mentioned above shall be the licensees of the company in respect of the flat and that neither he/she nor any of his/her family members shall set up a possessory title against the Company in respect of the flat while they are in possession of the flat. In all other matter of day to day working conditions like hours and place of work, leave benefits, etc., the employee shall be governed by the Company's policies, rules and regulations for the time being in force. Company also has all the rights to change and amend the company policies as necessary.

You may receive instructions from our insurance company to go for additional underwriting requirement. This may include going for medical tests, declaring past & present medical conditions & completing a proposal form as requested by the insurance company. Please note you may not be fully covered until such time the proposal is approved in writing by the insurance company. As such, it is extremely important for you to follow the insurers' instruction as this may mean you are not fully covered for life insurance until you have met the underwriting requirements as instructed by the insurance company.

12 INTELLECTUAL PROPERTY

12.1 You agree that the Company shall own all Intellectual Property (as defined below) discovered or created by you (whether by yourself or jointly with others) during the term of your employment or which is based on or derived from any confidential information belonging to the Company (whether discovered or created during or subsequent to the term of your employment).

To ensure that this happens, you agree to disclose to the Company, all details of any Intellectual Property that you discover or create (whether by yourself or jointly with others) during the term of your employment or which is based on or derived from any confidential information belonging to the Company (whether discovered or created during or subsequent to the term of your employment) ("Syngenta IP").

12.2 To ensure that the Company does own all Syngenta IP, you agree to and hereby assign all Syngenta IP with full title guarantee to the Company for its full term (including any renewals or extensions). This will include the right to sue for damages for infringement or misuse



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

occurring before the date of assignment of such Syngenta IP to the Company. Until such time as the Syngenta IP has been assigned to the Company, you agree to hold the Syngenta IP upon trust for the Company.

12.3 To give effect to paragraph 12.2 above, you agree to:

12.3.1 do all things (at the Company's expense), execute and sign all documents that may be necessary under the law of any country to complete the assignment to the Company of any Syngenta IP provided that if you should fail following 14 days' notice from the Company to do anything or execute any document as aforesaid, the Company shall have the right to do so in your place and stead as your lawfully appointed attorney and you undertake to confirm and ratify and be bound by any and all actions of the Company pursuant to this Clause and such authority and appointment shall take effect as an irrevocable appointment. The foregoing includes but is not limited to applying for and obtaining patents (or similar forms of protection) in respect of any Syngenta IP in both Singapore and all other countries of the world;

12.3.2 Inform the Company promptly and fully in writing regarding all Syngenta IP; and

12.3.3 Make, maintain and provide to the Company, at the Company's request or upon the termination of your employment, complete and accurate records regarding the Syngenta IP.

12.4 You hereby irrevocably and unconditionally waive all moral or other similar rights in relation to the Syngenta IP, which you now or may in the future be entitled to under any legislation now existing or in future enacted, in any part of the world, to the extent that you may lawfully do so.

12.5 For the purposes of this clause, Intellectual Property shall mean all patents and patent-related rights (including but not limited to supplementary protection certificates), trademarks, trade names, domain names, plant variety rights, design rights, design registrations, utility models, copyright, semi-conductor topography rights, layout-designs, moral rights, database rights, plant varieties, rights in respect of confidential information, know-how and inventions and other intellectual property rights, whether conferred under statute, common law or equity and in each case whether registered or unregistered, registrable or unregistrable and including applications for the grant of any such rights and the right to apply for such rights, and all current or future rights having equivalent or similar effect anywhere in the world.

12.6 You shall not, at any time during or after the term of your employment with the Company, in any way question, dispute, infringe or do any act inconsistent with the Company's ownership of the Syngenta IP.

12.7 You confirm and warrant that:

12.7.1 you are not a party to any agreement nor do you have any obligation to others which is in conflict with any of the terms of this Clause 12; and



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

12.7.2 you have not and will not utilise in the course of your employment with the Company any secret or confidential information, inventions or innovations of others (including any prior employers), or any of your own inventions or innovations which are not included within the scope of this Clause 12, unless the Company has the right to disclose or utilise such confidential information, inventions or innovations.

12.8 You agree to indemnify and hold the Company harmless from and against all costs, damages and expenses incurred as a result of your breach of this Clause 12.

13 DATA PRIVACY

You agree to provide the Company with all personal data relating to you which is necessary or reasonably required for the proper performance of this Employment Contract, the administration of the employment relationship (both during and after employment) or the conduct of the Company's business or where such provision is required by law.

As part of its administrative and management processes, the Company holds and processes a range of personal data regarding employees either internally or with our sourced partners. These data points are used in order to comply with statutory reporting requirements and to manage the employment relationship. The purposes for which information is collected and processed include, but is not limited to, equal opportunities monitoring, recording membership of company schemes, emergency contacts, reward and remuneration data, processing salary payments and work permits, monitoring the recruitment process, career progression, sickness and absence, maternity leave, efficient management of human resources, business development, internal and external communication and publicity purposes.

The employee shall:

- (e) not at any time either during the continuance or after the termination of his/her employment hereunder, expect as may be required in connection with his/her employment hereunder or as may be consented to by the Company in writing, divulge either directly or indirectly to any person, firm or Company or use for himself / herself or another any knowledge, information or documents, any trade secrets, manufacturing processes, know how or other information concerning the business of the Company which he / she may acquire during the course of and incidental to his/her employment concerning the business, property, contracts, contractors, customers methods or transactions or affairs of the Company or any Company, which is, or at the material time may be an associate or a subsidiary of the Company.
- (f) not, without the express consent of the Company in writing, pledge the credit of the Company or enter into any commitments, dealings or obligation on behalf of the Company for which he / she has no express authority from the Company;
- (g) not, directly or indirectly, accept any commission, profits, presents or gratification of any kind from any person, firm or Company having dealings with the Company, and, if he/she is offered any such commission, profits, presents or gratification, he / she shall immediately



report the same to the Company in writing and, if called upon to do so by the Company, shall forthwith hand over the same to the Company.

- Wishing you all the very best and welcome to Syngenta once again.

Dated at Pune, this 26 December 2022

SYNGENTA SERVICES PRIVATE LIMITED	Accepted:
Ravish Saily Head Human Resources, India	Date: Place:



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

ANNEXURE

Compensation Details	Amount in INR per annum
Basic Salary	1,600,000
House Rent Allowance	640,000
Flexi Pay	1,760,000
Annual Guaranteed Cash (A)	4,000,000
Target STI @ 15%	600,000
Target Total Cash: (B) (A + STI)	4,600,000
Provident Fund @ 12% of Basic Salary Employer's Contribution	192,000
Gratuity @ 4.81% of Basic Salary	76,960
Total Retirals (C)	268,960
Total Target Cost To Company (B+C)	4,868,960

To be eligible for the STI award, at both the time of calculation of the STI award and at the time of payout, you must not have entered into an employment termination agreement and must be on Syngenta's payroll to receive the STI payment. All payments under the STI program rest within the sole and absolute discretion of Syngenta.

Flexi Pay Allowances Eligibility Grid*

The flexi pay mentioned in the table above can be apportioned by you from INR 0 to the upper limit specified below within 7 days of your date of joining. The process for specifying the option will be explained at induction.

	Allowances						
Grade	LTA	Meal Voucher	Fuel	Driver	Car Allowance	B&P	Max Eligibility NPS
4A	1 Month of Basic	26400	90,000	130,000	186,000	20000	5% or 10% of Basic

Joining Bonus: INR 250,000 and **Claw back clause** 1.0 years



Syngenta Services Private Limited
Amar Paradigm Office No. 102
S.No 110/11/3, Baner Road,
Pune- 411045
Maharashtra, India
Tel: + 9120 3069 9200
Fax: + 9120 3069 9480
www.syngenta.com
CIN: U74120PN2013PTC152990

CONFIDENTIAL

UNDERTAKING ON CONFIDENTIALITY

The Employee agrees to keep confidential during and after the period of employment with the Company all information relating to the Company's business, including without limitation, its research, know-how, samples, inventions, designs, formulae, manuals, materials, software, business plans or strategies, client data, computer programs or any other copyright works, manufacturing processes or trade secrets, sources of supply or actions, and any other sensitive, proprietary or secret information, and not to use the same for any purpose other than for fulfilling his/her duties while employed by the Company (the "Confidential Information")

The Employee agrees to abide by the Company's policies that is for the time being in force.

In particular, the Employee agrees to abide by the Company's information security policy that is for the time being in force.

The Employee shall hold any and all Confidential Information made available or disclosed, whether in writing or orally, to him/her by or on behalf of the Company in strict confidence and not disclose such Confidential Information to third parties unless in connection with performing his/her duty within the scope of his/her employment.

Any information in respect of which the Company is under an obligation of confidence to a third party shall be deemed Confidential Information of the Company for the purpose of this Undertaking.

The Employee shall, if requested by the Company, at the Company's option, cease using and promptly return to the Company, delete or destroy all copies of the Confidential Information in whatsoever form the same is held.

The Employee hereby agrees that damages shall not be a sufficient or adequate remedy for breach of any of its obligations under this Undertaking, and the Company may seek specific performance or other injunctive relief from any court of competent jurisdiction for the enforcement of any of the Employee's obligations hereunder.

I have read, understood and agreed to the above written terms.

Pramod KE

Date:

Place:

PAN Number for identification: