

**HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**

(formerly known as HCL Axon Malaysia Sdn Bhd)

Level 5E-1B, Enterprise 4,  
Technology Park Malaysia,  
Bukit Jalil, 57000 Kuala Lumpur,  
Malaysia

Tel : +60(3) 8995 9999

Fax : +60(3) 8994 1081

[www.hcltech.com](http://www.hcltech.com)

27 Oct 2021

**Ramesh Raju Sangaraju**  
**Malaysia**

**Via email : [sangaraju.ramesh@gmail.com](mailto:sangaraju.ramesh@gmail.com)**

Re.: Employment offer with **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)** ("Offer Letter")

Dear **Ramesh Raju Sangaraju**

Congratulations!

Following your interview with **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**, ("the Company"), we are pleased to offer you an employment as **TECHNICAL LEAD, E2**.

We would like you to join the Company on **27 Dec 2021**, at **Kuala Lumpur**.

Terms & condition of this Offer Letter are in accordance with our standard practices and are outlined in **Annexure 1**.

After successful commencement of employment, you shall be placed on probation for period of <6> months from the date of your joining the Company. After commencement of employment, your compensation & benefits would be as outlined in **Annexure 2**, subject to the terms and conditions of the employment contract.

To accept this Offer Letter, you must sign the Offer Letter (including all Annexures), and return the signed scanned (*pdf, JPEG or any other readable format*) documents to the concerned recruitment representative at the email address mentioned below, within seven (7) days of your receipt of this Offer. If your acceptance of this Offer is not received within the time prescribed, this Offer will lapse automatically.

Should you require any clarification please feel free to contact **Arun S**, at **[s.arun@hcl.com](mailto:s.arun@hcl.com)**.

This Offer Letter is circulated via electronic communication at the email address mentioned above and electronic signatures on the Offer Letter are to be considered as valid as the original signatures and as such binding on the parties.

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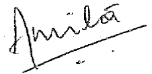
Fax : +60(3) 8994 1081

[www.hcltech.com](http://www.hcltech.com)

We look forward to an exciting future, and hope that you will assist us in achieving our shared goal of being the preeminent provider of IT Services.

We wish you the very best for your future endeavors at the Company!!!

For **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**



**Amrita Das**  
**Vice President, Head-Global Rewards**

**Accepted**

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**Ramesh Raju Sangaraju**  
**27 Oct 2021**

### **Annexure 1**

#### **Terms & conditions of Offer Letter**

1. This employment offer with the Company is contingent upon you being able to accept employment with the Company, and to legally work in the position that you are being offered, without violating any obligations that you may have to any prior employer, third party or any law. This employment offer is also contingent upon (i) your timely signing and returning this offer letter along with all annexures; (ii) a background verification check ("**BGV**") that is satisfactory to the Company, (iii) the issuance of a valid work visa by the relevant authorities to enable you to work in <name of country>, and (iv) you providing list of documents and information as outlined in **Annexure 3**, within time.
2. This offer of employment is subject to your clearing our BGV process. You hereby warrant and guarantee that you have not been convicted of or pleaded guilty of any offence or crime, and you are not afflicted with any disease, physical condition, status or qualification that would cause you to fail the BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.
3. You further consent to the Company to store, process and share, in and outside <Malaysia>, electronically and otherwise, your personal data it collects in relation to this Offer Letter to any third party or associated companies, for the purpose of conducting BGV or to fulfill any legal obligations.
4. As part of accepting this employment offer, you will be required to sign the employment contract and undertaking, on the date of joining. The terms and conditions of the employment contract and undertaking are detailed in **Annexure 4 and 5** respectively.
5. Your employment with the Company will start and terms and conditions of employment contract will be binding upon your commencement of employment and not before. For removal of doubt, your commencement of employment will begin on **27 Dec 2021**, subject to fulfillment of other conditions as mentioned in this Offer Letter.

**ANNEXURE 2**

**Name : Ramesh Raju Sangaraju**

**Job Title: TECHNICAL LEAD**

**Band:E2**

**Expected Date of Joining: 27 Dec 2021**

This Annexure describes the various components' in the salary structure applicable to you.

<b>Annual Components (In MYR)</b>	
Base Salary	192000
Engagement Performance Bonus (EPB)	14452
<b>TOTAL</b>	<b>206452</b>

**Base Salary:** You will be paid a salary of **MYR 192000** per year in 12 equal instalments. The salary entitlement will be calculated on a pro rata basis for each complete month.

**EPB - Engagement Performance Bonus (EPB)** - Your annual targeted Engagement performance bonus will be **MYR 14452**. EPB is a variable bonus and is payable quarterly in accordance with the EPB bonus plan for your function (sales / delivery/functional support) as applicable at that time. It will be paid in accordance with the company's bonus policy (sales / delivery / functional support).

**Benefits Plan:** You will be provided the details of the benefits offered by the Company on your acceptance of this Agreement and successfully commencing work with the Company. The Company at its discretion will review all benefits provided to you. For the avoidance of doubt the Company reserves the right to change, modify or cancel any of the benefits without replacing the said benefits as it deems appropriate. Further, if the Company provides any insured benefits, the Company will reimburse you the monies only after receiving the said payment from the insurance company and/or any third party concerned under the schemes. For a detailed understanding please contact the concerned recruiter

Review of salary and benefits will be governed by the Company's policy being in force from time to time.

All payments due to you will be subject to the usual Tax & deductions as applicable.

**ANNEXURE 3**

**LIST OF DOCUMENTS TO BE PROVIDED**

1. Proof of Address:
2. Identification Proof:
3. Service/experience certificate and relieving letters bearing the employee code issued by the respective organization(s) you have served in the past issued from those organization(s)
4. Mark sheet/ transcripts and convocation or degree certificate of your highest qualification (please note that the qualification should be a university accredited qualification)
5. Valid Passport
6. Recent Photograph
7. Duly filled & signed application form along with any additional specified documents to complete BGV process
8. Two satisfactory references;

## **ANNEXURE 4**

### **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”) is between:

**HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**, whose principal office is at **Level 5E-1B, Enterprise 4, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur, Malaysia**, (“**the Company**”)

and

**Ramesh Raju Sangaraju of Malaysia** (“**the Employee**”).

WHEREAS, the Employee is willing to work for the Company and has accepted the employment offer dated **27 Oct 2021** ; and

WHEREAS, the Company is willing to engage the Employee, subject to the terms and conditions of this Agreement;

IT IS AGREED that the Company will employ the Employee and the Employee will work for the Company on the following terms and conditions:

The Company and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. In this Agreement, unless indicated otherwise or the context stipulates otherwise, the following words and expressions shall have the meanings assigned hereto below:

- 1.1. “**Group Company**”, means HCL Technologies Ltd., a company incorporated and registered in India vide CIN L74140DL1991PLC046369, or any company which is directly or indirectly controlled by HCL Technologies Ltd., or any other company in which the Group Company has beneficial interest of not less than 20% of the issued share capital or its capital assets, including successors and assigns of the Group Company.

- 1.2. **"Company Policies"**, means the Company's policies as amended from time to time, a copy of which is available at Policy portal under <http://www.myhcl.com> or any other place as kept and informed by the Company from time to time.
- 1.3. **"Reporting Manager"**, means an employee of the Company to whom the Employee will report to and who will normally give day to day instructions for execution of the work.
- 1.4. **"Offer Letter"**, means the letter dated **27 Oct 2021**, pursuant to which the Company offered the Employee the job and the Employee had accepted the same.
- 1.5. **"Incapacity"** means any illness, injury or other like cause incapacitating the Employee from attending to his duties;
- 1.6. Unless the context otherwise requires, words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.7. The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 1.8. References in this agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub-clause, schedule or paragraph of this agreement so numbered.

2. This Agreement is subject to the Employee's background verification check results being to the Company's satisfaction in accordance with applicable laws. The Employee hereby warrants and guarantees that he has not been convicted of or pleaded guilty to any offence or crime, and is not afflicted with any disease, physical condition, status or qualification that would cause him/her to fail the BGV process. Any misrepresentation in this regard or the Employee's failure to clear the BGV process when conducted in future shall give rise to a termination of employment, and this Agreement shall be deemed void and ineffectual.

### 3. Job Title and Duties

- 3.1. The Employee's position is that of **TECHNICAL LEAD, E2**, band and on commencement of employment, the Reporting Manager will discuss in detail about the role. The Employee will be required to perform the duties and obligations and comply with such instructions as may be designated by the Company and which are reasonably consistent with the job title and which may be changed from time to time to meet the business needs of the Company.
- 3.2. The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

### 4. Commencement of employment

The Employee's employment with the Company shall be deemed to have commenced on **27 Dec 2021**.

### 5. Probationary period

The Employee's employment shall be probationary for a period of six <6> months from the date of commencement of employment as stated in **clause 4**. At the end of the probationary period, the

Employee shall be considered as permanent employee unless instructed or notified otherwise. Pursuant to **clause 22.1**, the Employee's probationary employment may be terminated by the Company at any time and even before the expiration of the probationary period, in accordance with the applicable procedure, for any just or authorized cause.

## **6. Working Hours**

You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

## **7. Place of Work**

The Employee's normal place of work will be **Kuala Lumpur**, provided that the Company reserves the right to change this either on a temporary or permanent basis to any place pursuant to **clause 21** of this Agreement.

## **8. Remuneration**

The Employee shall be paid an initial salary as stated in Annexure I of the Offer Letter, inclusive of any fees due to the Employee by the Company or any Group Company, as an officer or authorized representative of the Company, and less lawful deductions. Subject to **clause 9**, the Employee's salary shall accrue from day to day and be payable <monthly> in arrears not later than the seventh (7<sup>th</sup>) day of the month in respect of wages earned in the preceding month by the Employee directly into the Employee's bank. The Employee's salary may be reviewed at the discretion of the Company. The Employee will be eligible for reimbursement of any reasonable business related expenses like travelling, client entertainment and other similar out of pocket expenses, subject to the terms and conditions of applicable Company Policies.

## **9. Deductions from salary**

9.1. The Employer reserves the right and the Employee irrevocably authorizes the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's salary and/or any other monies due to the Employee, an amount up to the maximum amount deductible by law to any of the followings:

- 9.1.1. any overpayment of salary, remuneration or other payment made to the Employee during the course of this employment;
- 9.1.2. the amount of un-served days of notice period as mentioned in **clause 22**, calculated on the basis of basic component of salary;
- 9.1.3. the outstanding amount of any loan or advance made by the Employer to the Employee;
- 9.1.4. any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty; and
- 9.1.5. cost of unreturned Company's property at the time of termination of Employment.
- 9.1.6. Any other amount if permitted under local laws on the date of deduction.

## **10. Tax & salary deductions**

Salary deductions and contributions will be made by the Company to the Employees Provident Fund (EPF) and/or the Employees' Social Security Organisation (SOCSO), in accordance with the provisions of the relevant laws, at the rate prescribed by the relevant legislation. Such deductions shall be made before disbursement of the Employee's salary.



**11. Benefits**

Upon successful completion of the probationary period, the Employee will be entitled to benefits, if any, as stated in **Annexure 2** of the Offer Letter.

**12. Holidays and Leaves**

The Employee's annual holiday and leave entitlement (inclusive of bank and public holidays) shall be as stated in the applicable Company Policies.

**13. Collective Bargaining Agreement**

There is no collective bargaining agreement which affects this Employment.

**14. Absences due to sickness or injury**

In the event of Incapacity due to sickness or injury the Employee must advise his Reporting Manager not later than time to report sick as stated in the relevant Company Policies. The Employee shall refer to the terms and conditions as provided in the Company Policies for this clause.

**15. Confidentiality**

Unless prohibited by the law, this Agreement is being made subject to the condition that the Employee strictly maintain the confidentiality of this Agreement and not divulge or communicate in any manner, any information regarding his compensation and terms of employment to any persons other than his/her immediate Reporting Manager, the appropriate officials in the Human Resources department of the Company, and his spouse, attorney, accountant and/or financial advisor provided that such persons agree to keep such information confidential for the benefit of the Company.

**16. Grievances**

If the Employee has any grievance in relation to his employment, he should raise it with Reporting Manager first in writing. If the matter is not resolved, Employee should take raise the matter in writing with the concerned HR Manager who will arrange for a formal review with responsible officials of the Company. The decision taken after such review will be final and conclusive.

**17. Code of Conduct**

The Employee is required to abide by the policies and work rules of the Company as per the Company Policies. The Employee is required to read the Company Policies and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company Policies will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

**18. Time Reporting & Attendance Management**

The Employee understand and agree that he will be required to comply with the Company's policies concerning time reporting and attendance management, as mentioned in Company Policies. The Employee's failure to abide by these policies will subject him to disciplinary action, and may also result in delays and/or errors in his salary disbursement. To the extent permitted by law, the Company reserves the right, and the Employee hereby authorizes the Company, to deduct any monies from his payments for not complying with this requirement. The Company will give advance notice to the Employee, as per the Company rules before such deduction. The Employee will have the opportunity to regularize the deduction as per the process and timelines defined from time to time, in cases of genuine reasons for inability to comply with the process.

**19. Discipline procedures**

If the Employee is dissatisfied with a disciplinary decision, he has a right to appeal as per the Company Policies. For further details of the discipline procedure applicable to this employment, the Employee should refer to the Company Policies.

## **20. Background Checks**

During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the Employee, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself to random drug /medical testing at any time during the course of employment as permitted by law.

## **21. Mobility**

The Employee may also be required to work in any other place of work, department, section or division at the premises of the Company or its customers / business partners, within or outside the <Malaysia> as and when requested by the Company, either on a temporary or permanent basis. During the overseas assignment, which also include deputation / transfer to the Group Company, the Company will facilitate all necessary immigrations permits, like business or work visa, residence permits etc., and the Employee will provide all necessary documents and information required for the said purpose. The Employee shall be governed by the terms and conditions of the deputation letter or any other letter issued in that regard, including but not limited to, his purpose of travel, the Employee's place of work, holidays entitlements, wage payments, effect of conclusion of your overseas assignments.

## **22. Termination of employment**

22.1. During the Employee's probationary period, this employment may be terminated by either Party after giving one (1 ) months" notice to the other.

22.2. After the Employee's probationary period, this Agreement may be terminated by either Party after giving two (2) months' notice to the other.

22.3. All notices of termination shall be given in writing.

22.4. The Company may, at its sole discretion, pay salary in lieu of notice but nothing in these terms and conditions of employment shall prevent the Company from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

22.5. During any period of notice of termination (whether given by the Employee or by the Company) the Company may require the Employee not to attend his place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his contractual duties during that period. During the period of notice, including any garden leave, the Employee will remain an employee of the Company and remain bound by these terms and conditions. It is agreed that the period of notice is a reasonable period for garden leave. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period of notice.

22.6. The Company may also terminate the employment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

22.6.1. is guilty of any misconduct affecting the business of the Company and /or any harm to any of its other employee of the Company;

22.6.2. commits any breach or non-observance of any of the provisions of this Agreement, Company policies, rules, regulations or any other terms governing his employment; or refuses or neglects to comply with any reasonable and lawful directions of the Company;

- 22.6.3. is, in the reasonable opinion of the Company, negligent and incompetent in the performance of his/her duties;
- 22.6.4. is convicted of any criminal offence or any offence under any regulation or legislation other than a traffic offence for which no custodial sentence is imposed.;
- 22.6.5. ceases to hold Professional Qualification, based on which the said Employee was employed;
- 22.6.6. becomes of unsound mind or a patient under any local statute relating to mental health;
- 22.6.7. ceases to be eligible to work in the <Malaysia>;
- 22.6.8. is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially averse to the interests of the Company;
- 22.6.9. If the Employee becomes a bankrupt or makes any composition or enters into any deed of arrangement with his creditors.

22.7. The rights of the Company under this clause are without prejudice to any other rights that it might have at law to terminate the employment or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end.

### **23. Retirement**

The Company has a fixed retirement age of 60 years. The Employee's employment shall automatically terminate on the date the Employee reaches the retirement age. The Employee's age as stated in the NRIC/passport shall be deemed conclusive.

### **24. Effect of Termination**

On termination of employment by any reason whatsoever, the Employee shall:

- 24.1. Immediately deliver to the Company all documents, books, data, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys, credit card and any other property of the Company including any car provided to the Employee, which is in his/her possession or under his control;
- 24.2. irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises;
- 24.3. provide a signed statement that he has complied fully with his obligations under this clause 24, together with such reasonable evidence of compliance as the Company may request.

### **25. Correctness of the Details Furnished**

The Employee is appointed on the presumption that the particulars furnished in the Employee's application and resume are correct. The Employee hereby confirms that all pre-employment information provided to the Company including but not limited to the information he has provided in his resume, application form and during the recruitment stage to be absolutely true and accurate. The accuracy and truthfulness of such information shall constitute a fundamental term of his employment with the Company. If it is discovered at any time prior to the commencement of his employment or during his employment with the Company that the said particulars are found to be incorrect false, misleading or in breach of this clause, or that the Employee has concluded or withheld some other relevant facts, the Employee's appointment with the Company may be terminated summarily.

### **26. Health and Safety**

The Company has a detailed health and safety policy a copy of which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

## **27. Equal opportunities**

The Company is an equal opportunities Company and has a detailed equal opportunities policy, a copy of which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to ensure that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal.

## **28. Alcohol and drugs abuse**

The Company has an Alcohol and Drugs Abuse Policy as a part of its Code of Business Ethic and Conduct, which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

## **29. Right to search**

- a. The Company reserves the right to search employees or any of their property held on the Company's premises, at any time, if the Company believes that the Employee is under the influence of alcohol or restricted drugs or carry a weapon, which could be hazardous to the other employees and occupants of the premises or if it believes that an employee may have committed a criminal offence.
- b. The Company may take assistance of the local government agencies or any other authorized agency for conducting the necessary search as stated above.
- c. If the Employee refuses to comply with the Company's Search Procedure, such refusal will be treated as amounting to misconduct and will entitle the Company to take disciplinary action.
- d. If the Employee uses his/her personal laptop or phone for office purposes, the Company has the right to inspect, take a back-up of the data, and/or submit the laptop and/or phone for forensic analysis on ground of any suspicion or misconduct.

## **30. Indemnity**

The Employee will indemnify the Company in respect of any liability incurred by the Company as a direct consequence of the Employee's negligence, breach of contract, breach of duty or breach of trust in relation to the affairs of the Company.

## **31. Data Protection**

31.1. The Employee consents to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to this employment, including but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions.

31.2. The Employee hereby agrees to his/her personal data being collected and the same being transferred, stored and processed by the Company in Malaysia and any other countries where the Company and its Group Company have offices, in accordance with the applicable laws.

31.3. The Employee also agrees that the Company makes such data available to its advisors, other agencies, such as pension providers, medical and other insurance providers, payroll administrators, background verification agencies, various regulatory authorities etc., that provide services to the Company.

31.4. The Employee may exercise his/her right of access to and correction of his/her personal data and to oppose to the processing in case of a legitimate purpose.

31.5. The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to him/her, after the end of his/her employment. However, any personal data, which is no longer required, will be deleted without undue delay.

## **32. Notices**

32.1. A notice given to a Party under this Agreement shall be in writing in the English language and signed by or on behalf of the Party giving it. It shall be delivered by hand or sent to the Party at the address given in this Agreement or as otherwise notified in writing to the other Party.

32.2. Any notice of resignation by the Employee must be submitted in the Company's 'exit management system' which is available at <http://www.myhcl.com>, or any other place as informed by the Company from time to time. If the notice is submitted by some other means by the Employee, then the Employee will immediately serve notice as described above.

32.3. Any such notice shall be deemed to have been received by the employee:

32.3.1. if delivered by hand, at the time the notice is left at the address or given to the addressee;

32.3.2. in the case of pre-paid first class post or courier of international repute, other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.

## **33. Monitoring**

The Employee consents to the Company monitoring and recording any use of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes. The Employee shall comply with any electronic communication systems policies, if any, that the Company may issue from time to time.

## **34. Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Malaysia. The Parties irrevocably agree that the courts of <Malaysia> shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **35. Exclusivity of service**

35.1. During the term of employment, the Employee shall (a) unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Company; (b) diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Company, together with such person or persons as the Company may appoint to act jointly with him; (c) comply with all reasonable and lawful directions given to him by the Company; (d) promptly make such reports to his Reporting Manager in connection with the affairs of the Company on such matters and at such times as are reasonably required; (e) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company to his Reporting Manager immediately on becoming aware of it; (f) use his best endeavors to promote, protect, develop and extend the business of the Company; and (g) comply with any rules, policies and procedures set out in the Company Policies. To the extent



that there is any conflict between the terms of this Agreement and the Company Policies, this Agreement shall prevail.

### **36. Employee Warranties**

The Employee represents and warrants to the Company that, by entering into this Agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.

The Employee further agrees to indemnify and keep harmless the Company and Group Company against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever which may be taken or made against the Company or Group Company or incurred or become payable by the Company or Group Company in respect of injury (whether fatal or otherwise) to any person or damage or loss to any property occasioned directly or indirectly by any act, omission or other default by the Employee while in the employment of the Company.

### **37. Entire Agreement**

37.1. This Agreement and any document referred to in it constitutes the whole Agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

37.2. Each Party acknowledges that in entering into this Agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

37.3. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract

37.4. Nothing in this Agreement shall limit or exclude any liability for fraud.

### **38. Variation**

The Company shall have the right to vary the terms and conditions of service of this agreement from time to time to meet the needs of the Company. No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

### **39. Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

## **ANNEXURE 5**

This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**.

As a condition of my employment and/or continued employment with **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**(the “**Company**”), and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the followings:

### **1. Confidential Information:**

Company Information: I shall not, during or after my employment, use, communicate or disclose shall use his best endeavors to prevent the publication or disclosure of, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively “**Company Parties**”), to which I have been privy to by virtue of being an employee of the Company. I understand that “**Confidential Information**” for this purpose shall mean and include all information, regardless of the form whether oral, written, whether marked CONFIDENTIAL or not, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information. I further agree that:

- Upon termination of my employment for any reason whatsoever, I shall immediately cease all use of the Confidential Information and shall return to the Company all documented Confidential Information including any part thereof (and all copies) in any media whatsoever (including without limitation, computer disk, CD-ROM, documentation or electronic form).
- The Company may at any time, upon written notice, require the return of any Confidential Information and I shall, within three (3) days of receipt of notice from the Company, return to the Company the Confidential Information requested in the notice (and all copies made thereof) in any media whatsoever (including without limitation, computer disk, CD-ROM, documentation or electronic form).
- Breach of these provisions will cause the Company irreparable damage for which recovery of damages would be inadequate, and that the Company shall therefore be entitled to obtain timely injunctive relief under this agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person or entity.

Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain

the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

## **2. Inventions:**

- a. Inventions Retained and Licensed: I have attached hereto, as Exhibit No. 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- b. Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any all inventions, original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employment of the Company (collectively referred to as "**Inventions**"), except as provided herein below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).
- c. Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and remain the sole property of the Company at all times.
- d. Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other



reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

- e. **Exception to Assignments:** I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

3. **Conflicting Employment:** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity, whether in competition with the business of the Company or not, nor will I engage in any other activities that conflict with my obligations to the Company.
4. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
5. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
6. **Solicitation of Employees:** During the term of the Agreement and for a period of three (3) months following termination of my employment for any reason whatsoever, I shall not, either directly or indirectly, solicit, or attempt to solicit, or cause or authorize to be solicited, or hire, for employment with me or with any other person or entity, any employee of the Company Parties.

I also agree not to use or disclose to any third parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.

To the extent permitted by applicable laws currently in force, I agree that since I am likely to obtain in the course of my employment with the Company Confidential Information relating to the Company and/or any Company Parties and also to their respective clients, customers and suppliers, for a period of three (3) months following the termination of my employment for any reason whatsoever, I will not take employment with the Company's customer, clients and suppliers, in whose project, I was assigned to work within the three (3) months prior to the termination of my employment with the Company, unless I have received written authorization from the Company to do so. However, the Company reserves the express and unilateral right to

relieve me from this obligation. This restriction shall not be applicable in the event of Company initiating the separation by way of involuntary termination or redundancy.

**7. General Provisions Regarding Covenants**

Extension of Covenants: If I breach any of my obligations in paragraph 6 of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill but in the event that any such restrictions shall be found to be void but would be valid if some part thereof were deleted or the period or duration were reduced, such restrictions shall apply with such modification as may be necessary to make them valid and effective.

Severability: Each of the undertakings contained in in paragraph 6 of this Annexure shall be enforceable by the Company independently of each of such other undertakings and shall not be affected by any illegality or invalidity of any of such other undertakings.

**8. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

**9. Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms in paragraphs 1 through 4, 6 through 8, or 10 of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.

**10. Representations:** I represent that my performance of all the terms of this Agreement will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.

**HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**

(formerly known as HCL Axon Malaysia Sdn Bhd)

Level 5E-1B, Enterprise 4,  
Technology Park Malaysia,  
Bukit Jalil, 57000 Kuala Lumpur,  
Malaysia

Tel : +60(3) 8995 9999

Fax : +60(3) 8994 1081

[www.hcltech.com](http://www.hcltech.com)

11. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

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**EXHIBIT No. 1**

**LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief	Description
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\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets attached

Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

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**Acknowledgment**

I accept employment offer of **HCL TECHNOLOGIES MALAYSIA SDN. BHD. (199701038311)**, ("**the Company**") according to the terms and conditions set forth in the Offer Letter along with Annexures 1, 2, 3, 4 & 5 dated, **27 Oct 2021** .

I understand, I have the right to consult with an attorney independent from the Company regarding the terms of the Agreement, the Offer Letter along with all its annexures. I have been given the opportunity to do so, and I have done so to the degree I believe necessary.

I will not assign my rights under this Agreement and any attempted assignment will be null and void.

No representation, commitment or inducement has been made to me except as specifically set forth in the Agreement and Offer Letter, and I am not relying upon any terms other than as set forth in the Agreement and Offer Letter along with all its annexures.

I agree to the terms of the Agreement and Offer Letter along with all its annexures and freely make the statements set forth above.

**Signature** :.....

**Name** :.....

**Date** :.....