

HCL SINGAPORE PTE. LTD.
(A subsidiary of HCL TECHNOLOGIES LTD.)
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Co. Reg. No.: 196000284M
www.hcltech.com
www.hcl.in

Date: 23/May/2014

VENKATA BHASKAR REDDY GUDA
E Code: 51417410
HCL Technologies Ltd.
India

Subject: SECONDMENT TO HCL SINGAPORE

Dear VENKATA BHASKAR REDDY GUDA,

HCL Singapore takes immense pleasure on your selection for secondment and heartily welcomes you on board.

In your current title as **SENIOR SOFTWARE ENGINEER**, you shall perform duties as per organization norms and work exclusively for **HCL Singapore** unless otherwise agreed in writing. Your secondment start date is subject to your work visa approval by the immigration authorities of **Singapore**. Your secondment will commence from the date of arrival in **Singapore**.

You will be entitled to annual remuneration of **SGD 55600** during the period. While on secondment to **Singapore**, your salary and other claims/entitlements in India will cease to be in effect.

Kindly refer to Annexure A for compensation details and Annexure B for terms & conditions of employment plus applicable benefits.

You would be required to sign on every page of this letter, including Annexure and return a signed copy of these documents to the concerned Human Resource representative.

Looking ahead, we see exciting times - we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services.

HCL Singapore wishes you the very best for your future endeavors at HCL!!!

Yours sincerely,

Signature valid

Digitally signed by N. N. N. N.
Date: 2014.05.23 12:25:40 +05:30
Reason: Global Compensation &
Benefits, HCL Technologies Ltd.
Location: Noida

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature:

Employee Code: _____

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ANNEXURE A

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

Component Name	Annual Component Value (In SGD)
Basic Salary	55600
Total	55600

Description of Components:

- **Base Salary:** The Base Salary is standard across the organization and is fixed based on the Grades / Bands applicable to the employee in the organization.
- **Employer CPF (if any)** will be over and above the above compensation as per the prevailing statutory norms.

ANNEXURE B

This Annexure lays down the terms and conditions of secondment to **HCL Singapore** and is a legally binding document.

Settlement Allowance & Travel Advance: Settlement allowance & Travel Advance will be governed as per the norms defined in the International Relocation policy available at Natasha.

Taxability: You will be liable for paying all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns.

Hours of Work: You would be governed by **HCL Singapore** Hours of Work guidelines.

Benefits Plan: For benefits applicable to you during your secondment in **HCL Singapore**, please refer to policy portal of **HCL Singapore** in Natasha.

Time Booking & Attendance Management: You will be required to comply with **HCL Singapore** processes defined from time to time towards time booking and attendance management. The details of the same will be accessible to you on myhcl.in. **HCL Singapore** reserves the right to deduct the pay, after giving sufficient notice to the employee, as per the company rules, in case of non-compliance to the above process. You will have the right 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.

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Medical / Health Insurance Coverage: You & your dependent non-working spouse and children will be covered by Company's medical health insurance scheme, as per company policy prevalent at that time. The details are elucidated in **HCL Singapore's** policy portal Natasha.

Prior to your secondment to **HCL Singapore**, you will be required to undergo medical clearances as applicable to comply with the Singaporean immigration requirements. On arriving in Singapore you are advised to complete the joining formalities providing all details as required in the joining form to ensure your / your family's inclusion in the medical insurance scheme.

Self/Family Travel Expenses: **HCL Singapore** will bear the expenses of your visa and your travel to **Singapore** from your country of current residence. Travel Cost will be recoverable in case you leave the organization before completion of **six months**, or you are sent back due to irregularity in performance before the completion of the contract, disciplinary reasons and/or violation of code of conduct. The travel of your family (spouse and children) will be governed as per the Family travel policy available at HCLT's policy portal Natasha.

Leave/Holiday Entitlements: The leave balance at the time of secondment from India will be maintained at the same level. You will be entitled to leave as per the rules applicable and mentioned as per policy on **HCL Singapore's** policy portal Natasha. On your joining back in India, your previous leave balance will be activated. You are entitled to public holidays in accordance with local laws you are governed under.

Confidentiality: This offer is being made subject to the condition that you strictly maintain the secrecy of and not divulge or communicate in any manner; any information regarding your remuneration/terms of employment or the fees **HCL Singapore** charges its customers, to any persons other than your immediate supervisor and concerned HR at **HCL Singapore**. Any such disclosure would cause this offer to be revoked.

As part of your secondment with **HCL Singapore** you will acquire or develop confidential and proprietary information concerning **HCL Singapore** and its dealings with its customers and employees. You will also develop relationships of special trust and confidence with **HCL Singapore's** customers and employees (collectively 'Confidential Matter').

You agree that such Confidential Matter is for the Company's exclusive benefit and that both during your secondment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit or with the written consent of **HCL Singapore**

Non Immigration Compliance: Your sponsorship to **HCL Singapore** is subject to non-immigration norms compliance as laid down by Immigration authorities from time to time and is binding on you during and / or as is existing at the time of your secondment. HCL will not be liable for any penalties / liabilities arising in the event of non-compliance to laid down norms by the employee.

Duration and Termination of Assignment: The duration of this secondment is likely to be 7 month(s); however this is subject to project requirements & Singaporean immigration norms. During the period of your stay in Singapore you will be governed by the policies, rules and regulations as applicable to HCL Technologies in **HCL Singapore**. You will be required to return to your employment with your parent company in India at the end of your assignment. **HCL Singapore** will notify you of such assignment termination **5 working days** in advance.

Transferability: Your services may be transferred to any affiliate (either in existence or to be formed later) of **HCL Singapore**, either within or outside **Singapore**. Upon transfer you shall be governed by the

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compensation policy, rules and regulations, applicable to your category, of the transferee company. Your refusal or inability to accept transfer will be construed as a violation of this agreement/ work rules with **HCL Singapore**. While on secondment to HCL Singapore and posted to the customer site, you will be governed by policies of **HCL Singapore** and will be required to follow the customers' rules and regulations including holidays, working hours, lunch timings etc.

Statutory Conditions: During your secondment to **HCL Singapore** rules and regulations of the company will govern you. All terms and conditions of service with your parent company are still valid, except for the terms and conditions mentioned in this letter. You will be fully governed by the rules and code of conduct framed by **HCL Singapore** from time to time.

Notice Period - Employer / Employee: Your employment with **HCL Singapore** may be terminated with or without cause, as per applicable notice period norms in HCLT, India. **HCL Singapore** reserves the right to end the assignment and / or employment with HCL Technologies on grounds of Business Needs, Performance, Conduct and any other reason at its sole discretion (with a notice of **5** working days). However such actions will be governed by the company's policies and procedures.

Non Competition & Non Solicitation: You agree that during or within a period of **one year** after the completion of any service provided under the terms of this agreement you shall not accept any offer of employment from any **HCL Singapore's** customer or the customer's end-user customer (in the case of a consulting or placement organization) with which you may have come in contact as a result of this agreement, whether such employment be on a part-time, full-time, independent contractor, or any other basis, without the written consent of **HCL Singapore**.

You further agree that during the said period, you will not, either directly or indirectly, either for yourself or any other person, firm, company or corporation, solicit, divert, or take away any of the existing customers or employees of **HCL Singapore**. For any violation of the conditions of this clause you would be liable to pay to **HCL Singapore US \$15,000** or equivalent in local currency denomination per occurrence.

Protection of Systems & Environment: You agree that during the term of your employment or association with the Company, you 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 modifications from time to time. As part of your job requirement, you may be required to, or would have access to Company's and Company customer's work and computer environment and, as such you 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, unless specifically and expressly directed in writing by the Company to do so. 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 you.

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Arbitration/ Dispute Resolution: Employment Relationship Problems include personal grievances, disputes, and any other problem arising out of the employment relationship, but does not include any problem with the fixing of new terms and conditions of employment. If you have an employment relationship problem, you should first raise the problem with the Company and attempt in good faith to resolve it through discussions with the Company.

If your employment relationship problem is a personal grievance, you must raise the grievance with the Company within the period of **90 days** beginning with the date on which the action alleged to amount to a personal grievance occurred, or came to your notice, whichever is the latter, unless the Company consents to the grievance being raised after the expiration of that period. If the matter cannot be resolved through such discussions you may request the Mediation Service of the Department of Labour.

Miscellaneous: This agreement supersedes and incorporates all oral and written agreements and understandings between you and **HCL Singapore** and contains the entire agreement between you and **HCL Singapore** regarding your employment with **HCL Singapore**. This agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any condition or of any breach or a waiver of any other condition or breach of this letter agreement. All notices pursuant to this agreement shall be given in writing and shall be deemed given upon actual receipt or three days after mailing, whichever is earlier.

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