



9 December 2020

AAMIL FAROOQ
Varthur
Bangalore 560087
India

Private & Confidential

Dear AAMIL,

Congratulations, and welcome to RSA!

We are pleased to extend our offer of employment to AAMIL FAROOQ (employee hereafter "you/your") with SecurID Solutions India Private Limited ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Software Principal Engineer at career level Individual Contributor I8, reporting to Bhavin Bhatia (1236154), Manager 2, Software Engineering. Your start date is 4 January 2021. You will be based at our offices in Bangalore, India.

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

Orientation



A member of our Onboarding team or Talent Acquisition team will be in contact with you prior to your joining date to assist you with your onboarding experience. Dell is currently providing New Hire Background check and Onboarding services as part of the Transition Services Agreement (TSA) on behalf of RSA and its affiliates for a limited time period. Receiving these services by Dell does not create or imply any employment relationship with Dell. Your employment is with the RSA entity identified in your offer letter.

Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales, Technical Support, Manufacturing, Information Services require staggered/shift hours.

Place of Work

Your usual place of work will be at Bangalore, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work, either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

Compensation

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR3,500,000.00 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 1,400,000.00. Basket of allowances is INR 2,100,000.00.

*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.



Retirals

Retirals is comprised of PF and Gratuity. PF is 12% Annual. Gratuity is 4.81% Annual.

***Gratuity: Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act

****PF contribution: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

***** PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than "Indian passport" or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly.

Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each .

Incentive Bonus Plan

You will be eligible for an annual bonus of **8%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company's fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.



Total On-Target Remuneration will be INR3,780,000.00 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Company will be INR4,015,340 per annum.

Benefits

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

Taxes

You shall be solely liable for all taxes under all applicable laws on the compensation and on any other payments received from the Company. The Company may withhold or deduct from the Compensation such taxes as per applicable laws.

Probation

Your first **6 months** of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after **6 months** unless otherwise informed in writing by the Company.

Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **30 days** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving the other party **60 days or 02 month's** written notice prior to the termination date or salary in lieu at the sole discretion of the Company.



Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, [misconduct, a breach of any RSA policy] including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense, poor performance, insubordination or failure to perform duties. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to RSA all originals and copies of materials, documents and property of RSA which are in your possession or control.

Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.



Data Protection

You agree and consent to the Company obtaining, holding and using personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Company or any part of Company's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Company, any other Company. company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a company or third party even if such company or third party is situated outside India, Company will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

Monitoring: The Company also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These may be installed on the Company's premises overtly or covertly to ensure that the Company's employees do not participate or propagate any activities which are or could be prejudicial to the Company's business interests or which could bring it into disrepute.



Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

- a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;
- b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;
- c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;
- d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.



If you receive any witness summons or become subject to any legal obligation that might require you to disclose Confidential Information, you will provide prompt written notice of that fact to the Company, enclosing a copy of the documents describing the legal obligation, and shall reasonably co-operate with the Company, at the Company's expense, in obtaining a protective order or other appropriate protection against such disclosure, or to otherwise limit the extent of such disclosure.

You agree also to fully co-operate with and assist the Company during and following the termination of your employment, with any investigation it may undertake in which it reasonably requires your co-operation and/or assistance.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.

Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property (as defined below) developed by you, solely or jointly with others, in the course of your employment. Intellectual property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information ("**Intellectual Property**"). All Intellectual Property, in whatever form, is the Company's property, and all rights associated therewith shall vest in the Company, perpetually and throughout the world. To the extent that any Intellectual Property or rights associated therewith, do not, by operation of law, constitute work made for hire for the benefit of the Company or otherwise vest in the Company, you hereby irrevocably assign, transfer, and convey (or if such assignment and transfer is not possible, hereby undertake to assign, transfer, and convey) to the Company, absolutely, in perpetuity, the worldwide ownership and all rights, title, and interests that you may have or acquire, in such Intellectual Property and rights associated therewith, with effect from the date of creation thereof, at no cost to the Company and free of all encumbrances, liens and restrictions. If by reason of law such assignment or transfer is not possible or effective, you agree to grant an irrevocable, perpetual, royalty-free, worldwide, exclusive license to use, modify, adapt the Intellectual Property. For the purpose of provisions of any law for the time being in force, including the Indian Copyright Act, 1957, the vesting and assignment of the all Intellectual Property Rights, referred to herein shall be perpetual and not lapse in any circumstances at any time, including on the failure of the Company to exercise its rights pursuant to such vesting or assignment.



You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Negative Covenants

You shall, during the term of your employment, deal with all clients of the Company and the employees, associates, agents, directors, partners and affiliates of such clients, solely through the Company and under no circumstances shall otherwise deal with or contact any such persons, in any other capacity.



You shall not, during the term of your employment or after the expiry thereof, in any manner and through any medium whatsoever (including without limitation any social media, messaging platforms, internet websites or blogs), directly or indirectly, disparage, denigrate, discredit, criticize, defame or do anything that would bring disrepute to (or do anything that may reasonably be expected to result in the foregoing), the Company, its clients, its or their respective businesses, affairs, or services, or their employees, with respect to any matter; provided that the foregoing shall not restrict you from making factually accurate statements to the extent compelled to do so by applicable law in which case, to the extent reasonably practicable, the content of such statements shall be shared by you with the Company, prior to or as soon as practicable after, making such statement.

During your term of employment and for a period of 1 year thereafter, you shall not, without the prior written permission of the Company, directly or indirectly (and whether individually, in partnership or jointly with or as part of, any other person(s) including without limitation any proprietorship, partnership, association, company, body corporate, trust, or other entity):

(i) set up, acquire, own, operate, engage in, control, have any interest (including an ownership interest) or be financially interested in any entity, business or activity, competing directly or indirectly with the whole or part of the business of the Company or which is detrimental to the interests of the Company's current or planned activities; or

(ii) be an employee, director, key managerial person, advisor, trustee, manager, consultant, agent or provide any financial or operating assistance to any entity, business or activity, competing directly or indirectly with the whole or part of the Company's business or which is detrimental to the interests of the Company's current or planned activities; or

(iii) canvass or solicit business or clients, including any existing and prospective clients of the Company, unless authorized to do so, on behalf of the Company during the term of employment; or

(iv) take any action or undertake or assist any activity that is directly or indirectly in competition with any of the professional activities of the Company; or



(v) induce or attempt to induce any client of the Company to cease to obtain services from the Company, or interfere in the relationship between the Company and any of its clients; or (b) solicit the services of, or employ, solicit, induce or in any other way encourage, to terminate any services or contract with the Company of any person who is employed or engaged by the Company; or engage in any practices or make adverse references in the market or otherwise that may put the Company at a disadvantage or cause any controversies or take part in any other unethical practice that could harm the good name, goodwill and reputation of the Company.

1.1.2 You shall not receive or accept any payments or gifts or other items of monetary value from any client of the Company or any third party whose interests maybe substantially affected by the performance or non-performance of the your duties, save and except any gifts received on customary festive occasions such as Diwali, Christmas or New Year, subject to policies and service rules in place from time to time.

1.2 You acknowledge and agree that the duration, extent and application of these negative covenants is no greater than is necessary for the protection of the legitimate interests and goodwill of the Company and that they shall survive termination of your employment.

Export Compliance



You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of SecurID Solutions India Private Limited, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compilers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of SecurID Solutions India Private Limited, its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, SecurID Solutions India Private Limited's Legal Department, or SecurID Solutions India Private Limited's Export Compliance Organization.

Transfer: The Company may require you (as part of your duties of employment) to perform duties or services not only for the Company but also for any affiliate or client of the Company. You agree and consent to the Company in its sole discretion assigning, transferring or seconding your employment, including your rights and obligations in relation thereto, to any affiliate or client of the Company on the same terms and conditions and, if required by the Company, you agree to execute and deliver appropriate documents in this regard.

Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.



The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

Regards,

Sheethal Channamallappa

Consultant, HR Business Partner | RSA



Confirmation of Acceptance

I, AAMIL FAROOQ, confirm that I have read, understood and accept the terms and conditions of employment with the Company. I authorize the Company to make deductions from my wages pursuant to clause "remuneration" of this agreement.

I confirm that I will commence employment with the Company on 4 January 2021.

AAMIL FAROOQ

Date

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Ajay Pathy / Ajay.Pathy@dell.com. If you need to return the documentation in a different manner, please let your recruiter know.