



**January 24, 2022**

***PERSONAL & CONFIDENTIAL***

Vishal Dixit

Employee ID: 46008793

GGID: 46008793

Capgemini Technology Services India Limited

Confirmation Letter of Temporary Assignment to Capgemini America, Inc. (FS)

Dear Vishal

I am pleased to confirm your temporary assignment to Capgemini America, Inc. (the "Host Company"). This Letter of Temporary Assignment ("LOA") summarizes the terms and conditions of your Assignment to the Host Company

## **I. TEMPORARY ASSIGNMENT TO THE UNITED STATES**

### **Terms and Conditions**

Subject to obtaining proper work authorization and US Social Security Number (SSN), it is the Host Company's intention that your temporary assignment shall be for a period beginning as defined in this LOA. You will complete this assignment under the terms and conditions of employment set forth in this LOA and your Host Company Employment Agreement. The Host Company reserves the right to seek to extend, shorten or to terminate your assignment and/or modify the terms and conditions of your assignment at any time and at its sole discretion for any reason, including, without limitation, changed business needs. If there is a change to your assignment, notify the international Assignment Service (IAS) team as soon as possible.

While in the US, you must abide by all laws and regulations of the United States and the jurisdiction to which you are assigned, as well as all applicable policies of the Host Company. You are expected to conduct yourself in a professional manner at all times and carry out your duties and responsibilities consistent with the high standards expected and achieved throughout Capgemini worldwide.

Prior to beginning your assignment, you will be required to sign a Host Company Employment Agreement (the "Employment Agreement") by which you will acknowledge that you understand the terms and conditions of your employment while on this assignment. This Employment Agreement will not supersede any Capgemini Technology Services India Limited (the "Home Company") agreement, which will continue in full force and effect, but rather it will govern the relationship with your local US employer during the temporary assignment.



## **II. COMPENSATION, BENEFITS, and CAREER MANAGEMENT**

### **Assignment information, Unified Grade, Target Cash Compensation, Base salary and Target Variable Compensation.**

Your initial project and work location for this temporary assignment will be Morgan Stanley at New York, New York OR the locations mentioned in the LCA as may be applicable.

The term of your temporary assignment under this LOA is scheduled to begin on January 28, 2022 and end on September 30, 2024. Effective as of January 28, 2022 (or as soon thereafter as you arrive in the US with the aforementioned work authorization and report for work).

Your Total Annual Salary is based on your work location and may change if your location changes for either the current or a new assignment (i.e., this may increase or decrease according to city classification).

Your semi-monthly salary will be USD 4,958.33 (annualized equals USD 119,000 annual) (from which all applicable taxes and withholdings will be taken) payable on the 15th and last business day of the month.

You are currently eligible to receive a Cost of Wage Differential COWA of 10,710 USD (which is applicable for New York and your COWA would be adjusted based on your relocation to another city) plus potential annual variable compensation under the Capgemini VC Program.

Your annual Target Variable Compensation (TVC) will be 23,800 USD, if Capgemini and you meet the various goals as set forth under the Capgemini VC Program. All variable payments will be made after the external audit of financial results and remain subject to you being an active employee on the date of payment.

You are eligible to participate in the Medical, Dental, Short-Term Disability, Long-Term Disability, Business Travel Accident and Retirement Plans as of your date of temporary assignment. For other coverage's, you are eligible on the first of the month coincident with or following your date of temporary assignment.

### **Payroll**

You will be placed on US payroll as a temporary employee of Host Company and paid on a semi-monthly basis. Your pay is subject to required deductions for taxes, social security, and certain benefit contributions.

### **Health & Welfare Benefits**

Subject to meeting US Benefit eligibility requirements, you will be able to participate in the US Benefit programs.

If you decide to bring your spouse and/ or children to the US with you, then your dependents (spouse and dependent children) may also be eligible to elect to participate in the US health care coverage program.

### **Retirement Benefits**

Once on US payroll, you may be able to participate in the Host Company's 401(k) plan, provided you meet eligibility requirements. Please note that while you may participate in this program, US benefit laws impose taxes and monetary penalties for withdrawing money from a retirement plan until such time as you either a) retire or b) separate your employment with the Company, its parents, subsidiaries or affiliates (which include the Home Company) after reaching a certain age. You are responsible for paying any such taxes and penalties, which will not be reimbursed to you. Additional information about the program and plan will be available to you once you are eligible to participate.



### **Performance Management and Review Process**

Capgemini is committed to your ongoing career management. While on temporary assignment, your performance in the US will be managed by your SBU and will be communicated to you separately in Capgemini's performance management application.

### **Accommodations and Lease Agreements**

All housing arrangements must be coordinated and funded by you. Due to the nature of assignments, you should make lease arrangements based on your confirmed assignment duration or on a month-to-month basis where possible.

## **III. CHANGE OF CIRCUMSTANCES**

During the term of your temporary assignment, reviews will be carried out to ensure your assignment continues to match the business needs of Company and your ongoing career development.

Should it be mutually agreed that your assignment will extend beyond the original end date, it may be necessary to revise certain conditions of this LOA to reflect any changes in applicable legislation or the Company's policies.

Notwithstanding any provisions to the contrary, Capgemini America, Inc. reserves the right to assign you to successive or additional engagements in the US, as well as the right to terminate your assignment for any reason at any time, including prior to the scheduled conclusion of the assignment. Should your assignment be terminated by Capgemini America, Inc., the Company will offer to pay for your (only the employee) return travel to the Home Country.

Should you resign from your engagement assignment while on temporary assignment in the US, your visa will be immediately cancelled. If you choose to return to the Home Country, you will be responsible for all travel costs back to the Home Country.

## **IV. REPATRIATION**

Upon completion of your temporary assignment in the US, all support tools provided to you by the US (e.g., laptops, American Express Cards) must be returned to your engagement team in the US prior to your departure.

## **V. VALIDITY**

This LOA and your temporary employment with Host Company are valid from the date of your arrival in the US and for the duration of your initial assignment and any extensions thereof, except where may be amended in writing. Your obligations set forth in Annexes 1 – 4 of your Employment Agreement shall survive any termination/expiration of this LOA or your employment.



## **VI. ADMINISTRATION**

All coordination of the US terms and conditions resulting from the temporary assignment will be managed by the IAS NA Mobility Team.

## **VII. ACCEPTANCE**

Please sign this letter in the space below to indicate your agreement with and your acceptance of the terms of the assignment and the conditions set forth in this LOA. Please send the signed original (and the signed Employment Agreement) to the IAS NA Mobility Team. You may keep a copy of these documents for your personal records, and we will maintain a copy in your temporary assignment file.

We sincerely hope you find your temporary assignment to be a challenging and rewarding experience, on both a personal and professional level.

Sincerely,

**Dipali Dhumal**  
**Vice President - Human Resources**  
**Financial Services SBU, North America**

Agreed to and signed by:

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**Vishal Dixit**

**Date:**



## EMPLOYMENT AGREEMENT

Capgemini America, Inc. (the "Host Company") and Vishal Dixit ("Employee") hereby enter into this Employment Agreement. This Employment Agreement, together with the attached Annexes (the Employment Agreement and its Annexes collectively referred to herein as the "Agreement") and the Letter of Temporary Assignment sent to Employee by the Host Company (the "LOA") set forth the parties' entire agreement with respect to the terms and conditions of Employee's employment during the temporary assignment with the Host Company under the India International Assignment Program.

1. Employment and Policies. Employee will perform the duties and responsibilities that the Host Company assigns and may from time to time alter, and Employee will devote Employee's full working time, skills and energies to the Host Company's business as an Employee. Employee will abide by the Host Company's Code of Business Ethics, Blue Book, and its various policies (including, but not limited to, the Electronic Information and Communications, Anti-Corruption, Competition Laws and Harassment and Discrimination policies posted on the Host Company's intranet or any other Host Company intranet site), which may be amended from time to time at the sole discretion of the Host Company. In addition, Employee will conform with the applicable policies, rules and regulations of the Host Company's clients for whom Employee and/or those under Employee's managerial control are performing services, as may from time to time be in effect.

2. Covenants. Employee agrees (a) to maintain the confidentiality of all private information as set forth in the Host Company's Private Information policy attached as Annex 1 and as from time to time amended, (b) not to solicit clients or employees as more fully set forth on the attached Annex 2 concerning Restrictive Covenants and (c) to abide by the Host Company's policy with respect to Intellectual Property as set forth on the attached Annex 3 and as from time to time amended. The term "*client*" as used in this Agreement means any individual, entity, or governmental agency to which or for whom the Host Company has performed, sold or solicited outsourcing, information technology and/or management consulting services or products, and all operations, corporations and/or organizations owned, operated, related or affiliated with such individual, entity or governmental agency.

3. Employment Relationship. (a) Employee's employment with the Host Company is based on a temporary assignment, and the Host Company reserves the right to shorten, modify or terminate the assignment ahead of the anticipated end date. For the duration of Employee's assignment under the Rightshore Secondment Program, Employee will continue to be an employee of Capgemini Technology Services India Limited, but be placed on inactive status. While Employee has obligations to the Host Company that apply during the term of the temporary assignment, Employee's obligations to Capgemini Technology Services India Limited also continue in place during the period of temporary assignment. At the conclusion of the assignment period, Employee will repatriate and return to active status in accordance with the terms of the Rightshore Secondment Program. If Employee chooses to resign employment, Employee must effect the resignation with both the Host Company and Capgemini Technology Services India Limited by providing the proper notice to each. Employee agrees to provide the Host Company with not less than two weeks prior written notice of termination. The notice policy applicable to Capgemini Technology Services India Limited is addressed in and governed by Employee's agreement with that entity. Employee understands that the Host Company may accept or reject, in whole or in part, the notice of termination offered by Employee, and that the Host Company is not obligated to pay Employee for any portion of the notice period offered by Employee if the Host Company determines, at its sole discretion, that Employee is not needed to perform services for or on behalf of the Host Company.

(b) Upon the termination of Employee's employment with the Host Company, whether due to the end of the assignment or otherwise, Employee shall immediately deliver to the Host Company all property in Employee's possession or control belonging to the Host Company, or otherwise received in connection with the temporary assignment, as well as any property belonging to Host Company clients or prospective clients, including, but not limited to, any property described in Annex 1 to this Agreement.



(c) To the extent permitted by applicable law, upon the termination of Employee's employment, Employee hereby authorizes the Host Company to deduct from final wages or other monies due Employee any debts or financial obligations then owed by Employee to the Host Company.

(d) Upon the conclusion of your temporary assignment, whether as scheduled or at any earlier or later time, you will not be eligible for severance pay or any other benefits offered under any Host Company Separation/Severance policy. In the event that Employee's assignment concludes and Capgemini Technology Services India Limited terminates employment, Employee will be subject to that entity's policy and procedure as may be in place at the time.

4. Other Agreements. Employee has not entered into any other agreement or understanding which in any way will prevent Employee from joining the Host Company or from fully complying with the terms of this Agreement, including, but not limited to, performing the services contemplated by this Agreement. Employee has not brought and will not bring to the Host Company or use in the performance of any of Employee's responsibilities for the Host Company any materials, documents, property or information of any former employer, or any other entity or individual, that are not generally available to the public, unless Employee has first obtained written authorization from the former employer, other entity or individual for their possession and use, which written authorization Employee will provide to the Host Company before Employee's use of any such materials, documents, property or information.

5. Notices. Notices hereunder shall be delivered to the Host Company at its principal executive office directed to the attention of the General Counsel of Capgemini America, Inc., and to Employee at Employee's last address appearing in the Host Company's records.

6. Enforcement; Remedies. Employee agrees that if Employee breaches any provision of Annexes 1, 2 or 3 of the Agreement, the Host Company will suffer immediate and irreparable harm to its business and/or business operations and the remedies available at law for such breach will be inadequate. Accordingly, Employee agrees that in the event of such a breach, the Host Company shall be entitled to injunctive or other equitable relief, in addition to any other remedies available under law, in any action or proceeding to enforce any provision that Employee has breached. Employee further agrees that, to the extent the Host Company prevails on any of its claims, Employee will reimburse the Host Company for all costs and expenses, including reasonable attorneys' fees, incurred by the Host Company in connection with enforcement of Annexes 1, 2 or 3.

7. Arbitration. Subject to each party's respective rights to have the provisions of this Agreement (including this arbitration provision) enforced by a court as set forth in Annex 4, any dispute, controversy or claim between the Host Company, its officers, directors, employees, parent companies and subsidiaries (collectively "Capgemini") and Employee arising out or relating to or concerning the provisions of this Agreement, any other agreement between Capgemini and Employee relating to or arising out of Employee's employment relationship with the Host Company or otherwise concerning any rights obligations or other aspects of the employment relationship, including, without limitation, discrimination and retaliation claims ("employment related disputes"), shall be settled by binding arbitration before and in accordance with, the Federal Arbitration Act 9 U.S.C. sections 1-16, as amended ("the FAA"), the arbitration procedures set forth in the attached Annex 4 (the "Procedures") and the arbitration provisions of the Employment Arbitration Rules (the "AAA Rules") of the American Arbitration Association. Subject to the provisions of Annex 4, each party hereby waives any right to seek judicial intervention and agrees that all rights and obligations under this Agreement and employment related disputes shall be determined in the arbitration proceeding. If there is any conflict between or among the Procedures and the AAA Rules, this Agreement and the Procedures shall control.

8. Assignment. Employee may not assign this Agreement. The Host Company may assign this Agreement and any and all rights under this Agreement to (a) any party acquiring all or part of the Host Company's business, (b) any entity that constitutes a part of the Host Company or (c) the Host Company's parents, subsidiaries or affiliates.



9. Survival. Paragraphs 2, 3, 5, 6, 7, 8, 10 and 11 and all Annexes to this Agreement shall survive any termination of this Agreement or employment for any reason.

10. Entire Agreement and Construction. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement, whether written or oral, between the parties with respect to the subject matter hereof. Employee acknowledges that the Host Company did not make, and the Employee does not and cannot rely upon, any representations or other statements leading to the execution of this Agreement, whether relating to compensation, duties, resources, actual or potential clients or business plans, or otherwise, except as contained herein or in the LOA. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. This Agreement may be altered or amended only by written agreement signed by both parties. If and to the extent any provision of this Agreement is held invalid or unenforceable in any circumstances, such provision shall be enforced to the maximum lawful extent, and the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected by such holding.

11. Waiver. The waiver of any breach by Employee of this Agreement shall not be effective unless in writing and signed by the Host Company, and no such waiver shall constitute the waiver of the same or another breach on a subsequent occasion.

12. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile or email counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and when a counterpart has been executed by each of the parties hereto, all of the counterparts, when taken together, shall constitute one and the same agreement.

Capgemini America, Inc. (FS)

**Dipali Dhumal**  
**Vice President - Human Resources**  
**Financial Services SBU, North America**

I have read this Agreement and fully understand and accept its terms. I acknowledge that I have agreed to waive any right I may have to have any dispute, controversy or claim arising out of or relating to or concerning the provisions of this Agreement determined by a court of law and that all such disputes shall be resolved through arbitration. I further acknowledge that I have read the Blue Book, Code of Business Ethics, and the Anti-Corruption, Electronic Information and Communications, Competition Law and Harassment and Discrimination policies and agree to abide by their terms during my temporary assignment as an employee of the Host Company.

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**Vishal Dixit**

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**Date**



## ANNEX 1

### PRIVATE INFORMATION

Employee agrees with the Host Company that the work for which he/she is employed is and will be of a private nature, and in connection with the performance of his/her services on behalf of the Host Company, the Host Company may make available to him/her information of a private nature as to the Host Company and the Host Company's clients' and prospective clients' businesses, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, clients, prospective clients, employees and other non-public matters, including those concerning third parties (collectively, the "*Private Information*"). Employee agrees that he/she will receive in strict confidence all such Private Information belonging to the Host Company or to its clients or prospective clients. Employee further agrees to use his/her best efforts to maintain and to assist the Host Company in maintaining the confidentiality of all such Private Information and to prevent it from coming into unauthorized hands.

Employee further agrees that:

- (a) he/she will neither copy nor distribute any Private Information which comes into his/her possession as a result of his/her employment by the Host Company, other than for Host Company use and in the ordinary course of performing his/her duties as an employee of the Host Company;
- (b) he/she will not during the period of employment by the Host Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for his/her own benefit or for the benefit of others, Private Information acquired by him/her during the period of his/her employment, except to the extent as may be reasonably necessary in the ordinary course of performing his/her duties as an employee of the Host Company; and
- (c) immediately upon termination of his/her employment with the Host Company, he/she will return to the Host Company or to the client or prospective client all materials and information that constitute Private Information, and any copies thereof, and certify to the Host Company if requested that (i) he/she has no rights to such materials or information, and (ii) the original and all copies of such materials and information have been returned to the Host Company or to the client or prospective client.





## **ANNEX 2 RESTRICTIVE COVENANTS**

(a) During the period of employment and for twelve (12) months following the termination of such employment for any reason including, but not limited to, involuntary termination with or without cause, Employee may not, without the Host Company's written consent, solicit, sell or perform, for his/her own account or for any other entity, services or products which are directly or indirectly competitive with the services or products of the Host Company to or for any client for which Employee or employees under his/her managerial control have solicited, sold or performed any such services or products on behalf of the Host Company during any part of the year immediately preceding the termination of his/her employment.

(b) During the period of employment and for twelve (12) months following the termination of such employment for any reason including, but not limited to, involuntary termination with or without cause, Employee may not directly or indirectly hire any employee of the Host Company or any former Host Company employee within six months after the date such person ceases to be a Host Company employee for his/her own account or on behalf of any individual, corporation or other entity other than the Host Company, nor attempt to directly or indirectly induce or solicit any such employee to leave the employ of the Host Company or to apply for or accept employment with any individual, corporation, or other entity. For purposes of this Annex 2, "*solicit*" means any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, advising, encouraging or requesting any individual, corporation or other entity, in any manner, to take or refrain from taking any action.

(c) Employee acknowledges that the Host Company is providing the employee with access to the Private Information set forth in Annex 1 in part in exchange for Employee's agreement to the restrictive covenants set forth in this Annex 2. Employee and the Host Company further acknowledge and agree that the duration and scope of the covenants contained in this Annex are fair and reasonable. Accordingly, Employee and the Host Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a court to be unenforceable because of the duration or scope thereof, the court making such determination may reduce such duration and/or scope to the extent necessary to enable such court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

(d) All references to the Host Company in this Annex 2 shall be read to include the parents, subsidiaries and affiliates of the Host Company.



### **ANNEX 3 INTELLECTUAL PROPERTY**

Following is the Host Company's policy with respect to intellectual property:

Except as otherwise may be agreed by the Host Company in writing, in consideration of the employment of the Employee by the Host Company, and free of any additional obligations of the Host Company to make additional payment to the Employee, the Employee agrees to irrevocably assign and hereby does assign to the Host Company any and all inventions, software, manuscripts, documentation, improvements or other intellectual property, whether or not protectable by any state or federal laws relating to the protection of intellectual property, relating to the present or future business of the Host Company that are developed by the Employee during the term of his/her employment with the Host Company, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of his/her duties of employment. The Employee agrees that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Host Company. The Employee hereby agrees to execute such assignments and other documents as the Host Company may consider appropriate to vest all right, title and interest therein to the Host Company. This provision does not apply to an invention for which no equipment, supplies, facility, trade secret or other proprietary information of the Host Company was used and which was developed entirely on the Employee's own time, unless (a) the invention relates (i) directly to the business of the Host Company or (ii) to the Host Company's actual or demonstrably anticipated research or development or (b) the invention results from any work performed by the Employee for the Host Company. The Employee agrees that all services performed by the Employee for the Host Company shall be the original work of the employee and shall not incorporate any third party materials or work in which the Employee or any third party asserts an ownership interest without the express written consent of the Host Company.



## **ANNEX 4 ARBITRATION PROCEDURES**

The following Dispute Resolution Procedures (the "Procedures") shall be used to resolve any employment related dispute ("Dispute"). If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding to the fullest extent permitted by law.

Any Dispute in which the amount in controversy specified in the Demand for Arbitration and/or Statement of Claim is equal to or less than \$500,000, or if no amount in controversy is specified, will be submitted to a panel of one arbitrator; any Dispute in which the amount in controversy specified in the Demand for Arbitration and/or Statement of Claim is greater than \$500,000 will be submitted to three arbitrators (in each case, unless otherwise agreed by the parties). The arbitrator(s) will be appointed pursuant to the procedures for appointment under the AAA Rules. No potential arbitrator may serve unless he or she has agreed to abide and be bound by these Procedures. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these Procedures, including any contention that all or part of these Procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator(s).

Each party shall have the right to be represented by counsel at all stages of the Dispute. The substantive laws of the State of New York, without regard to its principles of conflicts of laws (referenced herein as "the Governing Law"), will apply to all Disputes. The arbitrator(s) shall apply to any Dispute the same statute of limitations that would be applied by a court hearing the matter and applying the Governing Law. Further, the equitable defense of laches may be raised by any party.

The arbitrator(s) shall have the power to award actual damages to the prevailing party. To the extent that a party brings a substantive claim under which punitive damages, consequential damages and attorneys' fees would be available in a court hearing the matter and applying the Governing Law, and the party prevails on that substantive claim, then the arbitrator(s) shall have the discretion to award such relief when it appears appropriate in accordance with applicable law and the interests of justice. In no event, even if any other portion of these Procedures is held to be invalid or unenforceable, shall the arbitrator(s) have the power to make an award or impose a remedy that could not be made or imposed by a court hearing the matter and applying the Governing Law.

Each party shall have the right to request that the other party produce documents that are relevant to a claim or defense, and that are in the other party's possession, custody or control, if the production would not be unduly burdensome or onerous on the producing party. The arbitrator(s) shall have the discretion, upon good cause shown, to allow each party to take up to a maximum of three depositions lasting no more than four hours in length per deposition. Further discovery, including, but not limited to, additional depositions, may be authorized at the discretion of the arbitrator(s) only upon a showing by the party seeking discovery that the particular discovery sought is directly relevant, necessary and would not be unduly burdensome to the party from whom the discovery is sought. The arbitrator(s) shall have no power to order or permit discovery except upon such a showing, and shall have no power to order or permit any discovery that would violate a statutory or common law privilege or protection that would apply in a court applying the Governing Law.



The result of the arbitration will be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Nothing contained herein shall prevent a party from seeking temporary emergency relief with respect to a Dispute or for the purpose of enforcing the provisions of paragraph 7 of the Agreement and/ or this Annex 4. A party may apply to a court, as provided below, for a temporary restraining order, preliminary injunction or such other temporary emergency relief. Neither an application for temporary emergency relief, nor a court's consideration of granting such relief shall (a) constitute a waiver of the right to pursue arbitration under this provision or (b) delay the appointment of an arbitrator or the progress of arbitration proceedings.

**Employee and the Host Company hereby irrevocably submit to the exclusive jurisdiction of any state or federal court located in the County of New York over any suit, action or proceeding arising out of or relating to or concerning the Agreement or any Dispute that is not otherwise arbitrated or resolved according to the provisions of paragraph 7 of the Agreement.** This includes any suit, action or proceeding to compel arbitration, to obtain a temporary restraining order or preliminary injunction or such other temporary emergency relief, or to enforce an arbitration award. Employee and the Host Company acknowledge that the forum designated above has a reasonable relation to the Agreement and to Employee's relationship with the Host Company. Notwithstanding the foregoing, nothing herein shall preclude Employee or the Host Company from bringing any action or proceeding in any other court for the purpose of enforcing the provisions of paragraph 7 of the Agreement and this Annex 4.

This agreement as to forum is independent of the law that may be applied in the action, and Employee and the Host Company agree to such forum even if the forum may under applicable law choose to apply non-forum law. Employee and the Host Company hereby waive, to the fullest extent permitted by applicable law, any objection which either now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in the preceding paragraph. Employee undertakes not to commence any action arising out of or relating to or concerning the Agreement in any forum other than a forum described in this Annex.