

Our Ref: C546667

Personal & Confidential

Date: Monday, 06 June 2022

Offer of Employment

Dear **Ajay Kumar**,

With reference to the discussions had we are pleased to make an offer to you as a **Software Developer (Band B)** with the details of the offer given below. This offer is subject to your acceptance of the enclosed terms and conditions.

Total Compensation: INR 700,001/- per annum

Employment Type:Regular

Start Date: Wednesday, 22 June 2022

Place of work: Bengaluru, Electronics City

Address: Infotech IT Park, Plot No- 110A & 110 B,, Phase 1, Electronics City, Hosur Road, Bengaluru, Karnataka

We welcome you to the Cyient family and look forward to a mutually beneficial and purposeful association. Should you need some clarification, please contact **Varun N** from Talent Acquisition team at **Varun.N@cyient.com**.

Please indicate the acceptance of the offer by 06 June 2022

We will initiate the pre on-boarding processes and provide you any additional requirements for on boarding separately.

Compensation structure of **Ajay Kumar, Software Developer (Band B)**

Monthly components and amounts

Basic Pay = INR ₹26,667.00/- per month

H.R.A = INR ₹12,334.00/- per month

Advance Bonus* = INR ₹1,800.00/- per month

Bouquet of Benefits** = INR ₹17,532.75/- per month

Gross Monthly Salary = INR 58,333/- per month

Company's contribution to PF(12% of Basic)= INR ₹3,200.00/- per month

Gratuity(@ 15 days Basic, on completion of 5 yrs)= INR ₹1,283.00/- per month

Cost to Company* : INR 700,001/- per annum**

*** Advance bonus is an advance payment towards statutory bonus payable under Payment of Bonus Act. At the end of the relevant FY once the bonus is declared by the company the pay-out will be adjusted towards Statutory bonus payable.**

**** BoB (Bouquet of Benefits) is a basket of allowances which you can choose from and any balance amount not claimed under any allowance is paid as Balance of BoB in the monthly salary. This will include an option for joining the company superannuation scheme by assigning some part of the BoB towards the company contribution towards superannuation inclusive of Special Allowance. On joining you can select allowance components as per the eligibility online. Tax exemption can be availed subject to prescribed rules under the IT act.**

***** The company reserves the right to alter the salary structure and make changes in the overall CTC to accommodate any changes in the regulatory provisions or company policies.**

Sign On Bonus: Joining bonus will be paid as per schedule below and this shall be taxable as per the IT Rules. This amount shall be recovered in the event of your leaving the organization before the agreed period mentioned below.

Your sign on bonus schedule as below:

Sign On Bonus1: INR 50000/-due on 31/07/2022

Recovery End Date: 30 June 2

For Cyient Ltd

Talent Acquisition Team

Note: This is a system generated letter hence no signature is required.

Internal Reference: JR-028558

List of documents to be carried for on-boarding formalities:

Please submit the below mentioned documents for verification on your date of joining.

- Previous Service Credentials(As applicable)
- Relieving Letter/Resignation Acceptance Letter
- Fitness certificate obtained from a registered medical practitioner
- Universal Account Number (UAN)

You are required to submit UAN from the Employee Provident Fund Organization (EPFO).

If you are not having UAN, you may generate the UAN through EPFO Portal.

Refer UAN generation process link, provided in the joining formalities form.

Other Details: Reporting Date & Time: Monday, 22 June 2022 & 9 AM

Venue: Bengaluru, Electronics City

Contact Person: Phani Kumar Daivam / Prathibha Kumari

Email ID: HR.Operations@cyient.com

Terms & Conditions

1. Compensation

As detailed in the above page.

2. Term

This Offer Letter shall be valid and binding between you and the Company from the date of execution hereof, unless terminated in accordance with the provisions of this Offer letter.

3. Probation

You will be on probation for a period of hundred and eighty (180) calendar days from the effective start date of your employment with the company. Company up on its sole discretion, at any time may extend the probation for an additional period of ninety (90) calendar days with appropriate notification to you. In case, if the probation period is already mentioned above, please ignore the condition (3) in T&C. Please note that this probation clause is applicable for Band G and below associates only.

4. Acceptance of Employment.

Your designation and title information are descriptive and not intended to limit your duties or functions or guarantee you a certain job. Your duties and functions may be modified at the discretion of the Company from time to time. You hereby accept such employment, to the exclusion of all other employments and engagements, on the terms, conditions and stipulations contained herein.

5. Transfer & Deputation

Your services can be transferred to other departments, locations, subsidiaries, sister companies or deputed to any client's site, within or outside India based on the requirements of the organization or exigencies of work from time to time. Disobedience of such orders of the Company will be construed as misconduct and may lead to punitive action.

6. Compliance with the Company's Policy and Procedures

You understand, agree, acknowledge and undertake that you will be subject to, and you agree to comply with, all applicable Company's policies and procedures, whether in existence or as may be formulated, revised and amended from time to time.

7. Applicability of changes in the general terms and conditions of employment and policies made by the company subsequently

Company reserves the right to amend certain terms and conditions of employment and /or policies from time to time to cope with the changing business needs and environment which shall be communicated appropriately. Unless given specific exemption, you shall be bound by these amended terms and conditions automatically.

8. Exclusivity / Undertaking by the Employee

You will perform and discharge all duties and functions assigned by the Company in a faithful, competent and professional manner. You undertake to refer to the Company, and to the best of your abilities, ensure a mandate to the Company for all business opportunities known to you or made known to you at any time, with respect to the Business being carried on or proposed to be carried on by the Company.

9. Disclosure of the Employee

You shall immediately make full and true disclosure in writing to the Company of:

- 9.1. any direct or indirect interest or benefit you have derived or are likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are likely to be detrimental to the Company;
- 9.2. any and all business interests that are similar to or in conflict with the Business;
- 9.3. any intellectual property developed, created or owned by you and proposed to be used by you during the course of your employment with the Company; and
- 9.4. any outstanding payment such as royalty or fees or any other benefit due to you for any intellectual property mentioned in Clause 9.3..

10. Representation and Warranties of the Employee

10.1. You represent that to the best of your knowledge, you have no commitments to former employers or other entities which would restrict you from joining the Company. You represent and warrant that you have not taken or otherwise misappropriated and do not have in your possession or control any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers. You represent and warrant that you have returned to all prior employers any and all such confidential and proprietary information and shall not use or cause the use of such confidential or proprietary information in any manner whatsoever in connection with your employment with the Company. You shall indemnify and hold harmless the Company from any and all claims arising from any breach of the representations and warranties in Clause 10.

10.2. You have furnished to the Company the documents of qualification and have made various other representations

based on which the Company has employed you. You represent that all

documents furnished to the Company and all facts disclosed are true and accurate. You further represent that in addition to the disclosures made by you pursuant to Clause 9 herein above, you have disclosed all material and relevant information which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly.

10.3 You represent and warrant that if it is found subsequent to your appointment that any information that you submitted is inaccurate or incomplete or that you have wilfully suppressed material information, you shall be deemed to have committed a fraud on the Company and the Company reserves the right to terminate your appointment forthwith, notwithstanding anything to the contrary, and without prejudice to any other remedy available to the Company.

10.4. You represent that the execution and delivery of this Offer Letter by you and promises, covenants or undertakings given by you under this Offer Letter do not violate any law, rule, regulation or order applicable to you or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which you are a party or which is applicable to you or which relates to your prior engagements or prior employers.

11. Contact information

You will keep the company informed of your postal address, telephone number, fax, email or any other means for communication including changes that may occur during the period of your employment. Any communication sent to the last informed address is deemed as served.

12. Working Hours

Company reserves the right to run the shifts, change the shift timings, fix the criteria to attend in shifts within the applicable laws based on its business needs and all its employees are bound by it..

13. Leave & Holidays

You shall be entitled to annual leave with pay and medical leave in accordance with applicable laws. General Holidays will be declared at the beginning of the Calendar year and are a benefit for all full-time employees. You may be called upon to attend duties as and when required on holidays, as may be scheduled in accordance with the needs of the Company

14. Voluntary Abandonment

You agree that all/any unplanned/unauthorized leave for 5 (five) or more consecutive working days without prior intimation will be deemed as "Abandonment of Services" (unless such unplanned leave, is for the reasons of medical emergency which shall be substantiated with valid documentary proof within 7 (seven) days from the date of such absence) and you shall not be entitled to any monetary and non-monetary benefits as was applicable to you. This provision shall also be applicable to all/any such unplanned/unauthorized leave during your serving the notice period, if any. You shall also be not entitled to any monetary and non-monetary benefits, in case of your resignation and you do not serve the agreed notice period as directed by the Company.

15. Medical Examination

The company reserves its right to have you undergo medical examination from time to time. The appointment, shall at all times, be subject to a doctor, certifying you to be fit to carry out your duties.

16. Dress Code

You are required to be dressed in Business Formals on Weekdays and Business Informal is permitted on Friday.

Gentlemen: To be dressed in full/half sleeved shirt, Full Trousers and Leather Shoes (Black or Brown)

Ladies : Sarees / Salwar Kameez / Business Suits.

17. Performance Review

You shall receive periodic performance reviews/evaluations at the discretion of the Company.

18. Compensation Reviews

Compensation reviews shall be purely based on individual's profile, contributions, competencies, role, potential to shoulder higher responsibilities and internal & external environment.

Compensation reviews are highly personal and confidential and hence, revealing or eliciting compensation details is considered as impropriety and may lead to punitive action.

19. Financial or Nonfinancial reviews

Financial or non-financial reviews like payment of ex-gratia, incentive, variable pay etc shall not be considered for the employees who tender their resignation and serving the notice period.

20. Associate's Non-Disclosure agreement

You will need to keep all information pertaining to Cyient and its subsidiaries, customers and all stakeholders confidential. Please execute the Non-Disclosure Agreement as stipulated by the company at the time of joining.

21. Travel

You may be required to undertake travel on Company's work and you will be paid travel expenses as per the prevailing travel policy in the company.

22. Overseas Service Agreement

As the company will be spending substantial amount of time and money for your deputation / secondment abroad for training/familiarization program / onsite implementation, you are required to execute a service agreement depending on the duration of the stay abroad. This service agreement is applicable only for associates up to and including Band C. (This agreement will, inter alia, requires (i) your commitment to complete the Project, and (ii) your returning to India after completion of the Project and serving the Company for a stipulated period).

23. Termination and Consequences thereof

Notwithstanding anything contained in Clause 1 herein above:

23.1 The Company shall have the right to terminate your employment at any time without assigning any reason upon prior notice to you or by making payment (basic salary) in lieu of notice.

23.2 You shall have the right to terminate your employment at any time without assigning any reason by giving 60 days prior notice in writing to the Company. However, with the prior intimation by the company the notice period may vary depending on the project where you are deputed. In either case, the Company shall have the right to relieve you of your duties during the said notice period by making payment (basic salary) for shortfall of notice.

23.3 The Company may terminate your employment immediately (without the requirement of any notice) if you:

- i. have engaged in misconduct in performing your responsibilities or have neglected or refused to perform and/or discharge your obligations, duties and responsibilities entrusted from time to time;
- ii. commit any act or omission, whether in the course of, or in connection with, your employment or otherwise, that is illegal or contrary to any regulatory requirement or restriction applicable to the Company's or affiliate's business, or which the Company determines is detrimental to its business or is otherwise sufficient cause to terminate your employment;
- iii. are in violation of the Company's policies, rules and regulations as applicable from time to time;
- iv. have wilfully or intentionally acted in any way, with the intent to harm the Company, that has a direct, substantial and material adverse effect on the business or reputation of the Company;
- v. are restricted in any manner (regardless of the extent, context, and validity of such restrictions) from conducting or engaging in the business of the Company by any court of competent jurisdiction;
- vi. provide any inaccurate representations or commit a material breach of any of the provisions of this Offer Letter;
- vii. failed to remedy any breach notified by the Company; or
- viii. otherwise act in a manner that is damaging to the Company's reputation.

23.4 In the event your employment is terminated by the Company for any other reason, or you terminate your employment in breach of the terms of your employment, without prejudice to any other right or remedy available to the Company under law and/or equity, the Company shall not be liable to pay any salary or any other amount to you which shall stand forfeited with immediate effect. In such an event you shall also be deemed to have unconditionally and irrevocably waived any salary or any other amount payable to and you shall not be entitled to claim damages, injunction or other reliefs or compensation for termination of this Offer Letter.

23.5 Upon termination of this Offer Letter:

23.5.1 Please adhere to the requirements of the exit process in terms of settling all claims. You will also need to surrender all the tangible assets of the Company, including the data and information both in soft and hard copies which are in your possession by virtue of your employment before separation from the Company

23.5.2 You shall extend requisite co-operation to the Company and/or its affiliates to ensure smooth transition of your duties and responsibilities to such person as may be nominated/appointed by the Company and/or affiliates.

23.6 After the termination of your employment with the Company and/or its affiliates, you shall not at any time:

23.6.1 make any untrue or misleading statements in relation to the Company and/or its affiliates;

23.6.2 make any statement to any person which may, or is likely to, adversely affect the business or reputation of the Company; represent yourself as being directly or indirectly associated with or interested in the business of the Company and/or its affiliates;

24. Non - Disparagement.

You agree that during the employment and upon termination of your services, you shall not disparage the Company, its officers or employees (including but not limited to any related or associated entity or client and their officers and employees).

25. Intellectual Property Rights.

You agree that during the employment and upon termination of your services, you shall not disparage the Company, its officers or employees (including but not limited to any related or associated entity or client and their officers and employees).

25.1 You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, registered or not, arising or created as a result of the development of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether

during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, documentation, or other material which you conceive, discover or create during or in

consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

25.2 You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any

termination or expiration of your employment or these terms of your employment. Company shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this Section by you. Company's right under this clause is not withstanding any other right

available to the Company under these terms of your employment or otherwise.

26. Confidential Information

You agree that during the employment and upon termination of your services, you shall not disparage the Company, its officers or employees (including but not limited to any related or associated entity or client and their officers and employees).

26.1 Confidential Information ('Confidential Information') means any proprietary or information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates and their employees, contractors and/or clients behalf) designs, business information or plans, inventions, supplier data, business strategies, trade secrets or knowhow, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, vendor or customer lists, inventions, processes, formulas, technology, drawings, engineering plans, sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training

materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

26.2 Up on finding an employment you shall reveal the name of the future employer and role that you have been shortlisted or offered

26.3 You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute nondisclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.

26.4 You agree that during the term of your employment and thereafter, you shall:

26.4.1 hold the Confidential Information in the strictest confidence;

26.4.2 not disclose or utilize or attempt to disclose or utilize, the Confidential Information, except as permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;

26.4.3 not disclose or divulge the Confidential Information to or for the benefit any person or entity without the prior authorization of the Company;

26.4.4 give immediate information to Company of any actual or attempted unauthorized disclosure or use of the Confidential Information; and

26.4.5 return the Confidential Information, including any copies, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these terms of your employment.

26.5 It is understood and agreed by you that breach of your obligations of confidentiality contained in this Offer Letter may cause the Company irreparable loss. Accordingly, and in addition to any other remedy the Company may have at law or equity, the Company shall be entitled to seek injunctive relief against you, to prevent any further or continuing breach of your obligations or additional damage to the Company in the event such loss is in fact incurred by the Company as a result of the breach or is imminent.

27. Non-Solicitation and Non-Competition.

You covenant that you shall not do or indulge in any of the following, without the prior written consent of the Company:

27.1 During the term of your employment and for a period of three years immediately following the termination of your employment with the Company for any reason whether with or without cause, you shall not accept any offer of employment/contract from any Company's supplier, customer or customer's end user (in case of any consulting/placement organisation) with which you may have employment. Whether such employment is on a part time, full time, independent contractor or any other basis.

27.2 During the term of your employment with the Company, and for a period of three years immediately following the termination of your employment with the Company for any reason, with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their employment with the Company, or attempt to indirectly solicit, induce, recruit or encourage or take away employees or consultants of the Company, either for yourself or for any other person or entity.

27.3 During the term of your employment with the Company and at any time following the termination of your employment for any reason, with or without cause, you shall not use any Confidential Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or any other person either directly or indirectly, to direct his/her or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

28. Retirement

Your retirement age from employment will be 60 years. The last working day would be the last date of the month in which you turn 60.

29. Back Ground Verification

Notwithstanding your obligation to provide accurate information/records about yourself to the Company, the Company reserves the right at any time to make such inquiries as it deems fit, including but not limited to inquiries for the purpose of ascertaining the accuracy of any information/records you have given to the Company, and to verify whether you have a

criminal record or a record of any indiscipline or misconduct with previous employer/s. If such verification proves data inaccuracy, forgery, criminal record, termination based on indiscipline/misconduct and/or non-satisfactory performance you agree to forfeit all monetary and non-monetary benefits as was applicable/accrued. By signing this letter, you shall be deemed to have agreed to conduct the 'background check verification' and to have waived your right to lodge any claim or action against the Company, including but not limited to any claim related to invasion of privacy.

30. Registration with NSR

It is mandatory that you need to register yourself with National Skill Registry (NSR) site of NASSCOM within one month from joining us unless you are already a member of NSR.

31. Jurisdiction

The appropriate Courts situated in Ranga Reddy District, Telangana shall alone have exclusive jurisdiction to try any disputes arising out of this contract of employment.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations.

Date:

Signature:

Place: