

HCL AMERICA, INC.
(A subsidiary of HCL TECHNOLOGIES LTD.)
330 Potrero Avenue, Sunnyvale, California 94085 U.S.A.
Tel: 408 733 0480 Fax: 408 733 0482
www.hcltech.com
www.hcl.in

Date: 15/May/2014

VINEETH KUTTY
E Code: 51375471
HCL Technologies Ltd.
India

Subject: SECONDMENT TO HCL America on Long term

Dear VINEETH KUTTY,

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

In your current title as LEAD ENGINEER, you shall perform duties as per organization norms and work exclusively for HCL America unless otherwise agreed in writing. Your secondment will commence from the date of arrival in USA based on the stamping date on I94 form and subsequently the payroll will be initiated subject to timely submission of documents.

You will be entitled to annual remuneration of USD 60507 during the period. While on secondment to USA, 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 America wishes you the very best for your future endeavors at HCL!!!

Yours sincerely,

Signature valid

Digitally signed by R. N. NAND
Date: 2014.05.15 16:26:34 +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: 51375471

Acceptance Date: 22/05/2014

Page 1

USA/LTL

HCL

ANNEXURE A

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

Component Name	Annual Component Value (In USD)
Base Salary	42600
Location Allowance	7800
Additional Allowance	2607
OGPB	7500
Assured Bonus(Part of OGPB) #	7500
Total	60507

Component(s) is/are not the part of CTC.

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.
- **Location Allowance:** The Location Allowance in USA is divided into four zones; this classification is done based on the cost of living index of the location. The location allowance is subject to change as per change of location.
- **Additional Allowance:** The Additional Allowance is stand alone component (i.e., not a derivative of your basic pay) and part of your total CTC package.
- **On goal performance bonus (OGPB):** The On goal performance bonus (OGPB) is performance linked variable bonus payable in accordance with the company's bonus program (sales / delivery / functional support) as applicable at that time. The cycle for Performance Bonus is from 1st July to 30th June.
 1. Part OGPB payout based on KPP parameters.
 2. Part OGPB payout is assured (as per Bonus Program).
- **Assured Bonus:** Assured Bonus is a part of OGPB and is paid as an assured monthly component.

ANNEXURE B

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

Travel Advance: You will be provided a travel advance (subject to recovery) towards managing your expenses during initial days at USA at the time of departure. The Travel advance will be governed as per the norms defined in the International relocation policy available in HCLT Natasha.

Settlement Allowance: You will be entitled to a one time Settlement Allowance (as per International relocation policy) to meet all expenses including initial stay in hotel, taxi fare from airport to hotel, purchase of household items and payment of any deposits etc., at USA. You will be required to arrange accommodation at your own cost. You will be responsible for taking care of all expenses including apartment rent, electricity, phone and cable, furniture, house wares and travel between office and

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Acceptance Signature: 

Employee Code: 51375481

Acceptance Date: 22/05/2014

Page 2

USA/LTL

HCL

residence. The Settlement allowance will be governed as per the norms defined in the International relocation policy available in HCLT Natasha.

The payout of settlement allowance will be done along with first payroll onsite (taxable). However, in the event of one's resigning from the services of Company from onsite within 3 months of secondment, the settlement allowance shall be recovered.

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

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

Time Booking & Attendance Management: You will be required to comply with HCL America 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 America reserves the right to deduct the pay, 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.

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 America's policy portal Natasha.

Prior to your secondment to HCL America, you will be required to undergo medical clearances as applicable to comply with the American immigration requirements. On arriving in USA 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 America will bear the expenses of your visa and your travel to USA 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 America'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 America charges its customers, to any persons other than your immediate supervisor and concerned HR at HCL America. Any such disclosure would cause this offer to be revoked.

As part of your secondment with HCL America you will acquire or develop confidential and proprietary information concerning HCL America and its dealings with its customers and employees. You will also develop relationships of special trust and confidence with HCL America 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 America.

Non Immigration Compliance: Your sponsorship to HCL USA 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

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Employee Code: 51375471

Acceptance Date: 22/05/2014

Page 3

USA/LTL

HCL

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 24 months; however this is subject to project requirements & American immigration norms. During the period of your stay in USA you will be governed by the policies, rules and regulations as applicable to HCL Technologies in America. You will be required to return to your employment with your parent company in India at the end of your assignment. HCL America 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 USA, either within or outside the USA. Upon transfer you shall be governed by the 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 America. While on secondment to HCL America and posted to the customer site, you will be governed by policies of HCL America 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 America 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 America from time to time.

Notice Period - Employer / Employee: Your employment with HCL America is "at will" and either you or HCL America may terminate with or without cause, by serving 2 weeks notice period or salary in lieu of unserved notice period. HCL America 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 America 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 America.

1. Solicitation of Employees. I agree that, during the course of my employment and for a period of one (1) year thereafter, regardless of how my employment has ended, I shall not, either directly or indirectly, solicit, or attempt to solicit, or hire, for employment with me or with any other person or entity, any employee of the Company or any of the Company Parties, nor will I, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee or independent contractor of the Company or any of the Company Parties to leave his or her employment with the Company or any of the Company Parties, or to terminate his or her agreement to provide services to the Company or any of the Company Parties.

2. Solicitation of Customers and Business Partners. I agree that, during the course of my employment and for a period of one (1) year thereafter, regardless of how my employment has ended, I shall not, either directly or indirectly, solicit any business, for myself, or for any other person or entity, from any client or potential client of the Company with which I had contact during the final one (1) year of my employment with the Company or concerning which I had access to Confidential Information, during and by virtue of my employment with the Company.

3. Services for Clients. I agree that for a period of one (1) year following the termination of my employment, regardless of how my employment has ended, I shall not, perform directly or indirectly any services with or for any customer of the Company for which I performed such services within the one (1) year prior to the termination of my employment with the Company, unless I have received written authorization from the Company to do so. As used in this paragraph "Services" means any service or

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Acceptance Signature: 

Employee Code: 51375471

Acceptance Date: 22/05/2014

Page 4

USA/LTL

HCL

work, including, without limitation, any programming, coding, design, analysis, marketing, sales, or recruiting that is the same as or similar to any service or work that I performed while employed by the Company.

4. General Provisions Regarding Covenants.

- a. Extension of Covenants. If I breach any of my obligations in paragraph 1, 2 or 3, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.
- b. Read, Understood and Fair. I have carefully read and considered the provisions and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.
- c. For any breach of the obligations detailed in paragraphs 1, 2 and 3 above, you would be liable to pay to the Company **US \$100,000** as liquidated damages, which both parties agree is a fair and reasonable assessment of the damages in this case and is not punitive in any way, form or manner.


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.

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

Except for disputes arising under or in connection with the confidentiality and non compete agreement all disputes arising under or in connection with this Agreement or concerning in any way employee's employment shall be submitted exclusively to arbitration in Sunnyvale, CA under the Commercial Arbitration Rules of the American Arbitration Association then in effect, and the decision of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered may be entered and enforced in any court having jurisdiction. The parties to this Agreement hereby waive their right to a trial by a jury of their peers

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Acceptance Signature: 

Employee Code: 51375471

Acceptance Date: 22/05/2014

Page 5

USA/LTL

HCL

Miscellaneous: This agreement supersedes and incorporates all oral and written agreements and understandings between you and HCL America and contains the entire agreement between you and HCL America regarding your employment with HCL America. 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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Employee Code: 51375471

Acceptance Date: 22/05/2014

USA/LTL

Page 6

HCL