



Red Hat

Congratulations!

We are excited to offer you a position with Red Hat! To accept this offer, you will need to complete the following steps. Please use your legal name on all documents.

To be completed via DocuSign:

- Sign all documents in this packet. You will receive a daily email reminder until this step is completed. If not completed within five calendar days, the packet will expire.

Additional forms and supporting documents:

- In addition to completing your DocuSign packet, you may receive a separate email from our People Team (HR) requesting that you complete additional forms and/or provide us with supporting onboarding documents.

Next steps

Once your DocuSign packet is signed, and we have received your additional documents (if applicable), you will receive an email from the People Team with information to help you prepare for your first day.

Contact yourcareer@redhat.com with any feedback or questions about information you received. We look forward to hearing back from you.

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THIS EMPLOYMENT Agreement (the “Agreement”) is entered into as of the date set forth in Article 1 (“Effective Date”) by and between Red Hat India Pvt. Ltd., (the “EMPLOYER”) having its principal address as set forth in Article 1, and the EMPLOYEE whose name and current address are set forth in Article 1 (the “EMPLOYEE”), in accordance with the following terms and conditions.

1. APPOINTMENT, DUTIES, AND EFFECTIVE DATE

The items noted in this chart are subject to the detailed terms and conditions of this Agreement.	
Address of EMPLOYER’s Principal Place of Business:	Red Hat India Pvt. Ltd. A - 201, 2nd Floor Supreme Business Park Supreme City Hiranandani Gardens Powai, Mumbai, 400076. India
Effective Date of Agreement:	Same as Start Date
EMPLOYEE's Start Date (“Start Date”):	11 April 2022
EMPLOYEE Full Name:	Ashutosh Gautam
EMPLOYEE’s Current Address:	Hadotya Colony, Chuligate, Gangapur city, 322201
EMPLOYEE Nationality and Applicable Identification Number or Passport Number:	Indian DENPG1306F
EMPLOYEE’s Business Card Title:	Associate Technical Support Engineer
EMPLOYEE’s System Title:	Associate Technical Support Engineer.029
EMPLOYEE’s Primary Responsibilities:	<ul style="list-style-type: none"> • Guide the resolution of customer issues from initial contact to complete customer satisfaction • Solve complex and sensitive support issues • Analyze upstream development against current customer-reported defects and develop patches to resolve issues • Use tools like cURL, Git, Docker, Kubernetes, strace, and Wireshark to investigate and troubleshoot technical issues • Record customer interactions including investigation, troubleshooting, and resolution of issues • Work closely with Red Hat’s development engineering teams and assist production support engineers and technical account managers • Partner with Red Hat’s strategic cloud partners like Microsoft to jointly solve multi-vendor customer issues

The items noted in this chart are subject to the detailed terms and conditions of this Agreement.	
	<ul style="list-style-type: none"> • Demonstrate good judgment in selecting methods and techniques to obtain solutions • Maintain a commitment to providing the best experience possible for Red Hat's customers • Manage workload to ensure that all customer issues are handled and resolved in a timely manner • Assist in the development of comprehensive and reusable self-service solutions for future incidents
EMPLOYEE's Principal Place of Work:	Remote India
Normal Working Hours:	9:30 am to 6:30 pm
Starting Annual Base Salary, to be paid monthly in 12 monthly installments in arrears:	INR 800,000 *see schedule B
Discretionary Variable Incentive Plan: Target % of Annual Salary or Hourly Compensation:	5%
Total Paid Vacation Days (not including public holidays):	21 days
Reporting to the person in the following position or as otherwise directed (the "Manager"):	Ather Adil - Senior Manager, Technical Support_Global, or other manager Red Hat may designate from time to time.
Probationary Period:	Three (3) months

- 1.1 The EMPLOYEE is appointed to the position set forth in Article 1 of this Agreement and shall report to the person in the position of Manager designated in Article 1.
- 1.2 **The EMPLOYEE's principal place of work shall be the location noted in Article 1, or the EMPLOYER's office city, or country noted in Article 1 unless the EMPLOYEE is working from home, in which case the work location shall be the EMPLOYEE's home address.** The EMPLOYEE's principal place of work, if not at home, may be changed by the EMPLOYER without changing the conditions of employment to the extent allowed under applicable law.
- 1.3 **The EMPLOYEE's principal responsibilities shall be such as stated in Article 1.**
- 1.4 The EMPLOYEE shall commence work on the Start Date set forth in Article 1 of this Agreement, subject to all applicable work permits and visas having been obtained as applicable.
- 1.5 EMPLOYEE shall be subject to a probationary period to the extent specified in Article 1 of this Agreement. **During any such probationary period, EMPLOYEE's employment with the EMPLOYER may be terminated** by either party at any time immediately upon one week notice to the other party. In the event of termination of the employment during this probationary period, the EMPLOYEE shall not be entitled to receive any benefits or any other forms of compensation unless required by applicable law. Subject to

the successful completion of the probationary period as determined in the EMPLOYER's absolute discretion and subject to **EMPLOYER's** right to terminate under this Agreement and applicable law, the **EMPLOYEE's employment thereafter may be for an indefinite period.**

- 1.6 Any prior service to Red Hat or to a Red Hat Company, if continuous and without a lapse of more than 6 months between employment contracts, will be incorporated in this agreement for purposes of seniority only to the extent applicable to any provision of this agreement.

2. **JOB RESPONSIBILITIES**

- 2.1 **The EMPLOYEE's responsibilities set out in Article 1 are subject to the applicable EMPLOYER'S work requirements as well as policies and procedures and therefore may be amended by the EMPLOYER from time to time consistent with those requirements, the EMPLOYEE's capabilities and the EMPLOYER's expectation and goals applicable to the EMPLOYEE.**
- 2.2 The EMPLOYEE shall perform his/her duties as well as any other assigned tasks in a good and loyal manner for the benefit of the EMPLOYER.
- 2.3 The EMPLOYEE may be required, without additional compensation, to travel from time to time in the countr(ies) or region(s) where he/she is generally responsible, as well as to headquarters and other facilities if needed for development, training and other business purposes.
- 2.4 The EMPLOYEE shall have no authority to enter into contracts or commitments on behalf of any Red Hat Company including the EMPLOYER unless such authority is provided by a general or specific authority given by the Company, is provided by express approval in writing from his/her Manager, or is otherwise expressly provided by applicable Red Hat policies and procedures. In case of doubt the EMPLOYEE must obtain written confirmation for his/her Manager to enter into such contracts or commitments

3. **WORKING HOURS**

- 3.1 **The EMPLOYER's regular working hours are set out in Article 1 with a daily unpaid break as allowed or required under applicable law. Additional restrictions and terms shall apply as stated in the applicable work rules/policies.**

4. **PAYMENTS (Remuneration, Expenses)**

- 4.1 **The EMPLOYEE's starting salary is specified in Article 1 and is subject to deductions of tax, or any other withholdings as necessary or required by applicable law. The EMPLOYEE's salary will be paid according to the EMPLOYER's customary pay procedures, modified from time to time, and in accordance with applicable law.**
- 4.2 The EMPLOYEE may be reimbursed for any reasonable expenses properly incurred while performing his duties, subject to approval of the EMPLOYEE's Manager and to submission of receipts in respect of such expenses in accordance with the EMPLOYER's expense policies and procedures.
- 4.3 The EMPLOYEE's salary and/or remuneration may be reviewed periodically at the discretion of the EMPLOYER and in accordance with applicable policies and procedures. Any increase in salary shall not

create an entitlement to any future increase in remuneration.

- 4.4 **The EMPLOYER shall be entitled at any time during the EMPLOYEE's employment, or in any event on termination, to deduct from the EMPLOYEE's compensation hereunder any monies due from the EMPLOYEE to the EMPLOYER for any reason including but not limited to any outstanding loans, advances, relocation expenses, training costs, Payback Amounts, sums to be deducted under the EMPLOYER's car policy, if applicable, the cost of repairing any damage or loss to the EMPLOYER's property caused by the EMPLOYEE (and of recovering the same), or any such other deductions which have been agreed between the EMPLOYER and the EMPLOYEE herein, or which may be made under applicable law.**

5. **ADDITIONAL EMPLOYEE INCENTIVE OR COMPENSATION OPPORTUNITIES**

- 5.1 The EMPLOYEE is eligible to participate in the applicable EMPLOYER Plan for discretionary incentive, sales or other pay or compensation according to the EMPLOYER Plan noted in Article 1 of this Agreement ("**Plan**"). **Details of the applicable Plan will be made available to the EMPLOYEE after commencement of employment, and any criteria which must be agreed with the EMPLOYEE will be agreed at that time if any.** All such Plans may be amended, withdrawn or suspended at any time, and subject to the Plan terms and conditions, any payment under a Plan may not entitle the EMPLOYEE to any further right or entitlement to any such payment in the future.
- 5.2 A payment under any Plan shall not be considered part of salary and in no event shall be taken into account in determining any statutory payments of entitlements of any kind including mandatory pension contributions, severance entitlements or any other amounts required to be paid under applicable law.

6. **BENEFITS**

- 6.1 The EMPLOYER shall contribute to the applicable mandatory national social security and/or governmental pension scheme, and will provide such other benefits as required by mandatory applicable law.

7. **VACATION/HOLIDAY**

- 7.1 The EMPLOYEE is entitled to the total paid vacation days set out in Article 1 ("**Total Paid Vacation Days**") for every 12 months of continuous service, accrued on a yearly basis according to local practice, in addition to public holidays. **Vacation is subject to the EMPLOYER's leave policy and any other applicable policies and procedures required. The EMPLOYEE shall take into account the EMPLOYER's legitimate business requirements before scheduling vacation leave by giving reasonable advanced notice to the EMPLOYER regarding his / her planned vacation.**
- 7.2 The EMPLOYEE shall not be entitled to receive payment in lieu of or carry forward any unused holiday entitlement to a subsequent year unless the EMPLOYEE has received written permission by the EMPLOYER, or except to the extent required under applicable law, in which case such entitlements if any shall apply only to the statutorily required paid holiday days and not to any excess vacation above the required mandatory days included in the Total Paid Vacation Days.
- 7.3 **On the termination of the EMPLOYEE's employment, if the EMPLOYEE has exceeded his/her accrued**

holiday entitlement, this excess will be deducted from any sums due to the EMPLOYEE.

8. ABSENCES

- 8.1 If the EMPLOYEE is unable to come to work for any reason and his absence has not previously been authorized, the EMPLOYEE must inform his Manager via email, telephone or by other applicable approved methods no later than the beginning of the first day of absence and the EMPLOYEE must keep the Manager informed of the reason for the absence and the anticipated length of the absence in accordance with applicable policies and procedures. If the EMPLOYEE is absent for over three (3) working days due to illness, he/she may be required to provide the EMPLOYER with a medical certificate, which contains adequate information regarding his medical condition and expected date of return. Employees who exhibit a pattern of short-term sickness or absences may be required to provide a medical certificate for all absences.
- 8.2 **At any time during the EMPLOYEE's employment, the EMPLOYEE agrees to permit himself to be examined , at the EMPLOYER's request and expense, by any registered medical practitioner instructed by the EMPLOYER, and shall authorize such medical practitioner to disclose to and discuss with the EMPLOYER or its medical advisor the results of such examination and any matters which arise from it, to the extent permitted by applicable law, in order that the EMPLOYER's medical advisor can notify the EMPLOYER of any matters which, in his or her opinion, might hinder or prevent the EMPLOYEE (if during a period of incapacity) from returning to work for any period or (in other circumstances) from efficiently performing any duties of his employment at the time.**

9. COMPLIANCE POLICIES AND PROCEDURES: DISCIPLINARY PROCEDURES

- 9.1 **The EMPLOYEE agrees to comply in full at all times with the EMPLOYER's and Red Hat's applicable policies and procedures including Red Hat's Code of Conduct, which the EMPLOYEE has an ongoing duty to review, and to report any violations thereof. The policies and procedures may be found on the EMPLOYER's Red Hat intranet.**
- 9.2 The EMPLOYER reserves the right from time to time and in its discretion to amend or change its policies and procedures applicable to the workplace, which do not form part of this Agreement, except and unless such policies are specifically noted in this Agreement.
- 9.3 The EMPLOYEE is subject to applicable EMPLOYER disciplinary procedures in force from time to time, which incorporate applicable statutory disciplinary and dismissal procedures. To the extent that the procedures conflict in any manner with applicable law, then mandatory requirements of law shall apply to such procedures. Any grievance may be raised with the EMPLOYEE's Manager and escalated as appropriate according to applicable procedures in force at the time.
- 9.4 The EMPLOYER shall have the option to suspend the EMPLOYEE on full pay and benefits pending any investigation into potential dishonesty, gross misconduct or other circumstances which (if proved) would entitle the EMPLOYER to dismiss the EMPLOYEE summarily.

10. PERSONAL DATA

- 10.1 The EMPLOYER collects and processes EMPLOYEE personal information (including sensitive data such

as medical data) to administer human resource and benefits programs, to aid in compliance with government and regulatory compliance activities, and for other business purposes that require the transfer of personal information with Red Hat Companies, third party business partners, and customers. The personal information that is collected and processed by the EMPLOYER may also need to be shared with other Red Hat Companies or with third party service providers (including, but not limited to, payroll administrators and benefits providers) **in and outside the EMPLOYEE's country of employment including in the United States and in other countries.** The EMPLOYER will take reasonable measures to keep the **EMPLOYEE's personal information private, confidential, accurate and secure.** The EMPLOYEE can get more details about access and use of their personal information, and request to correct or update that information by contacting the local Red Hat Human Resources department.

- 10.2 By signing this Agreement, the EMPLOYEE explicitly acknowledges that he has been given notice that personal information may be collected, processed and distributed to other Red Hat Companies or third party providers in the manner described above and that the EMPLOYEE agrees to such collection, processing and use.

11. NON-COMPETITION RESTRICTIONS

- 11.1 The EMPLOYEE agrees that he shall not (without the prior consent in writing of the EMPLOYER) during **employment, and for a period of 12 months immediately following the Termination Date (the "Restricted Period")** directly or indirectly be employed by, or be engaged in, or perform services in respect of, or be otherwise concerned with, any business or undertaking which competes with any Red Hat business in any manner within the country of employment or the Place of Work noted in Article 1, whether on the **EMPLOYEE's own behalf or in conjunction with or on behalf of any other person, firm, company or other organization,** (and whether as an EMPLOYEE, director, principal, agent, consultant or in any other capacity).

- 11.2 The EMPLOYEE also agrees that during his employment and the Restricted Period he will not in any manner as set out in the preceding paragraph directly or indirectly solicit, assist in soliciting, or deal with in any manner, in competition with any Red Hat Company, the custom or business of any person who is or was a Red Hat Customer or Prospective Customer; nor will he during the same Restricted Period accept any work of any kind with such persons provided in either case that the Customer or Prospective Customer is a person with whom the EMPLOYEE had material dealings in the course of his/her Employment, or whose relationship with the EMPLOYER or any Red Hat Company the EMPLOYEE has assisted in developing during that same period.

12. OTHER RESTRICTIVE COVENANTS

- 12.1 The EMPLOYEE also agrees that during his employment and the Restricted Period he will not, whether on his own behalf or in conjunction with or on behalf of any other person, company, business entity or other organization (and whether as an EMPLOYEE, director, agent, principal, consultant or in any other capacity whatsoever) directly or indirectly induce, solicit, entice or procure any person who is a **Restricted EMPLOYEE to leave the EMPLOYER's or any Red Hat Company's employment or to accept employment with or provide services to any other person.**

13. CONFLICTS OF INTEREST

13.1 During the period of employment, the EMPLOYEE shall devote his best efforts during working hours to **Red Hat's business, and otherwise he/she shall neither pursue any business opportunity outside of Red Hat** nor take any position with or assist any organization or person other than with Red Hat which is, or may be in conflict with, or risk injury to Red Hat or any Red Hat Company, without the prior written approval of the EMPLOYER.

13.2 Following employment, the EMPLOYEE acknowledges and agrees that he/she will also refrain from any action that might intentionally interfere with any advantageous business relationship between any Red Hat Company and its Customers, Prospective Customers, Suppliers or Partners, or any similar actions **disruptive of Red Hat's business which is contrary to applicable law.**

14. **INTELLECTUAL PROPERTY**

14.1 The parties foresee that the EMPLOYEE may make, discover or create Intellectual Property (as **hereinafter defined**) in the course of the EMPLOYEE's duties under this Agreement and agree that the **EMPLOYEE has the special obligation to further the interests of Red Hat in this regard. "Intellectual Property" for purposes of this Agreement includes any work of authorship, work product, invention, modification, discovery, design, development, improvement, process, code, software program, documentation, formula, data, database, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes) or subject to analogous protection as property.**

14.2 If at any time during his employment the EMPLOYEE (either alone or with others) makes, conceives, creates, discovers, invents or reduces to practice any **Intellectual Property that relates to Red Hat's business; results from tasks assigned to him by Red Hat; results from the use of any Red Hat facilities, premises, or property (whether tangible or intangible) owned, leased or contracted for by any Red Hat Company; or is a result of the EMPLOYEE's participation in activities in competition with Red Hat** including breach of the non-competition undertakings in this Agreement, then the EMPLOYEE shall immediately disclose the full details of the Intellectual Property to the EMPLOYER and the Intellectual Property shall be deemed to be the absolute property of the EMPLOYER or the Red Hat Company designated by the EMPLOYER, or of the third party designated by Red Hat whose intellectual property was exploited in making the Intellectual Property, as the case may be.

14.3 **At the EMPLOYER's request, the EMPLOYEE shall give and supply all information, data, drawings and assistance as may be required to enable the EMPLOYER or any Red Hat Company to exploit the Intellectual Property to the best advantage, or to protect the Intellectual Property on behalf of the third party owner, if applicable, and shall execute any and all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the EMPLOYER and for vesting the same in the EMPLOYER or any Red Hat Company or any other third person as the EMPLOYER may direct, or for protecting and prosecuting such interests in any manner including in any registration or opposition procedure or contentious proceeding of any kind.**

14.4 To the extent that the EMPLOYEE fails for any reason to execute or authorize any documents required for this purpose, the EMPLOYEE hereby irrevocably authorizes and appoints the EMPLOYER or its designee as its attorney-in-fact to approve and execute such documents for such purposes.

14.5 The EMPLOYEE shall assign all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) he may have or may acquire in the Intellectual Property, and all benefits and/or rights resulting therefrom to the EMPLOYER or to the designated Red Hat Company or its assigns and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the EMPLOYER or to the designated Red Hat Company. No compensation shall be due therefore except to the extent required under applicable law.

14.6 Any Intellectual Property which the EMPLOYEE claims was created independently of Red Hat prior to his employment by the EMPLOYER is specifically identified in the Schedule of Inventions attached hereto as **Schedule A and incorporated herein ("EMPLOYEE-Owned Intellectual Property")**. If the EMPLOYEE does not complete and sign Schedule A, the EMPLOYEE represents that there is no such EMPLOYEE-owned Intellectual Property.

15. **CONFIDENTIAL INFORMATION**

15.1 The EMPLOYEE hereby acknowledges that, during the EMPLOYEE's employment with the EMPLOYER and during the applicable term of this Agreement, the EMPLOYEE will acquire knowledge and information with respect to the EMPLOYER or other Red Hat Companies and their respective business or activities, including but not limited to information concerning their products, projects, services, and current and prospective customers and suppliers, and the pricing, business and business operations and methods, and/or technical information (including but not limited to, design specifications, instructions, trade secrets know-how and other Intellectual Property of Red Hat, and also of its customers, suppliers and other third parties with whom Red Hat does business) (collectively, the "Confidential Information"). Any and all Confidential Information shall be deemed proprietary and confidential to the EMPLOYER and Red Hat and/or to the third parties with whom it does business, and the EMPLOYEE shall not at any time during or after the term of his employment directly or indirectly without the EMPLOYER's express written permission:

- i. use or exploit in any manner except where specifically permitted by the EMPLOYER any of the Confidential Information for his benefit or for the benefit of any other person including any individual, company, corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity (each a "Person"); or
- ii. disclose any of the Confidential Information to any Person except to the extent necessary to carry out the EMPLOYEE's duties under this Agreement during its term.

15.2 The obligations of this Article including confidentiality, non-use and non-disclosure shall not apply to information which the EMPLOYEE can demonstrate:

- i. was in his possession before commencement of employment through lawful means not resulting from an unauthorized disclosure or use;
- ii. consists of Open Source Intellectual Property Rights;
- iii. is otherwise in the public domain; or has come into the public domain after the termination of the **EMPLOYEE's employment** other than by way of unauthorized disclosure or use ; or

iv. which is compelled to be disclosed by a governmental or court order, provided that the EMPLOYEE shall be obliged to provide the EMPLOYER with advance notice of any such order to enable it to apply to protect its interest in non-disclosure of any such Confidential Information.

15.3 Regardless of whether such information remains confidential and subject to non-disclosure obligations, nothing in this Agreement shall permit the EMPLOYEE to exploit any Intellectual Property of the EMPLOYER or of any Red Hat Company or that of third parties to which the EMPLOYEE gained access **during his or her employment without the EMPLOYER'S express written permission.**

16. TERMINATION

16.1 **The EMPLOYEE's employment may be terminated** and the EMPLOYER will not be required to make any payments thereafter, subject only to mandatory applicable law, according to the following:

- i. **by the EMPLOYEE giving the EMPLOYER a minimum one month's prior written notice; and**
- ii. by the EMPLOYER:
 - a. **on giving the EMPLOYEE one month's prior written notice, or**
 - b. immediately and without notice for material breach of this Agreement or on any such other grounds as may be allowed by applicable law.

16.2 During any period of notice of termination of employment or part thereof, the EMPLOYER may require the EMPLOYEE to take a paid leave of absence, during which period all terms of employment and duties of this Agreement remain in force subject to the duty that the EMPLOYEE shall not and will not have the right to physically or actively attend the place of work nor shall the EMPLOYEE carry out his work.

16.3 The EMPLOYER also reserves the right to terminate this Agreement without notice, or with pay in lieu of notice, subject to applicable law, if the EMPLOYEE has not obtained required working papers for the position or met other requirements for employment under applicable law in the place of employment.

16.4 The Agreement will terminate either when the EMPLOYEE reaches 58 years of age (or pension-eligible age as provided by applicable law) or on any date thereafter subject to mutual consent of both parties. In the event that the EMPLOYEE reaches 63 years of age, a fixed term contract may be concluded if both parties still wish to continue employment.

16.5 The EMPLOYEE's employment will come to an end if the EMPLOYEE fails to report for work for three consecutive days without the EMPLOYER's consent or without notifying the EMPLOYER.

16.6 **On termination of the EMPLOYEE's employment, the EMPLOYEE must immediately return to the EMPLOYER** in accordance with its instructions all Red Hat property of any kind including equipment, correspondence, records, specifications, laptops, mobile telephones, software, disks, company car, keys, credit cards, equipment and passes and pass codes models, notes, reports and other documents and information (including any Confidential Information) and any copies thereof in any form or format, electronic or otherwise, and any other property belonging to the EMPLOYER, any Red Hat Company or

any third party doing business with Red Hat. The EMPLOYEE must, if so required by the EMPLOYER, confirm in writing that the EMPLOYEE has complied with their obligations under this Article.

17. WARRANTY AND UNDERTAKING: REMEDIES

- 17.1 The EMPLOYEE represents and warrants as a specific condition of this Agreement that the EMPLOYEE has no restrictions or prohibitions that would prevent the EMPLOYEE from working for the EMPLOYER in the position hired, including that he is not subject to any agreements with previous employers including confidentiality or non-compete agreements that conflict with his obligations to the EMPLOYER.
- 17.2 The EMPLOYEE acknowledges that the EMPLOYEE's services are unique and personal and accordingly the EMPLOYEE may not assign the EMPLOYEE's rights or delegate the EMPLOYEE's duties or obligations under this Agreement.
- 17.3 The EMPLOYER's rights and obligations shall be binding upon and inure to the benefit of the EMPLOYER and may be assigned to any Red Hat Company.
- 17.4 The EMPLOYEE understands and agrees that breach of this Agreement including specifically the provisions regarding non-competition, restrictive covenants, Intellectual Property and Confidential Information may not be adequately compensated by damages and that therefore the EMPLOYEE agrees that in the event of a breach or threatened breach by the EMPLOYEE, the EMPLOYER or any Red Hat Company may bring an action for injunctive relief or specific enforcement of these responsibilities without posting bond or the need to prove specific damages and without prejudice to any other rights including for damages which they may have against the EMPLOYEE.

18. COMPLIANCE WITH LAW/FOREIGN CORRUPT PRACTICES ACT/EXPORT CONTROLS

- 18.1 The EMPLOYEE agrees to comply with all applicable laws, regulations, and governmental orders now or hereafter in effect, relating to his employment or conduct in the workplace or to his duties as an EMPLOYEE
- 18.2 The EMPLOYEE confirms that he or she has read and understood the provisions of the United States **Foreign Corrupt Practices Act ("FCPA") prohibiting** foreign bribery and improper payments and agrees to fully comply with the FCPA or, in the alternative, he has read, understands, and fully agrees with Article 18.3 of this Agreement.
- 18.3 Without limiting the generality of the foregoing, the EMPLOYEE represents and warrants that he or she has not, and shall not at any time during employment with the EMPLOYER individually or with others pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair **advantage, in connection with the EMPLOYER's business.**
- 18.4 The EMPLOYEE acknowledges that the EMPLOYER's products, and all technical data pertaining to those products, are subject to export controls under the laws and regulations of the country of employment

and of the United States, including the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774. While employed by the EMPLOYER the EMPLOYEE shall comply strictly with all such export controls, and, without limiting the generality of this Article, the EMPLOYEE shall not directly or indirectly export, re-export, transfer or divert, or assist in such actions with respect to any of the EMPLOYER's products, and technical data pertaining to such EMPLOYER's products, or any product thereof to any destination, end-use or end-user that is prohibited or restricted under either local applicable or United States export control laws and regulations, except as specifically authorized by the United States Department of Commerce and by the EMPLOYER.

18.5 **The EMPLOYEE's obligations under this Article shall survive the expiration or termination of this Agreement.**

19. **CONSTRUCTION: DEFINITIONS**

19.1 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

19.2 "Control" means having the right to control the activities of a company through exercise of the majority of the voting rights in the company concerned directly or indirectly or in concert with other parties through voting.

19.3 "Customer" means any person including any firm, company or other organisation whatsoever to whom any Red Hat Company supplied goods or services in the 12 months immediately preceding the Termination Date.

19.4 **"EMPLOYER" shall include the EMPLOYER'S successors and assigns.**

19.5 **"Open Source Intellectual Property Rights" means information licensed under an Open Source License (as defined by the Open Source Initiative currently at www.opensource.org).**

19.6 **"Partner" means any person with whom any Red Hat Company has a business arrangement for development, manufacturing, sale or distribution of any Red Hat products or services other than a Customer or Supplier.**

19.7 "Prospective Customer" means any person, firm, company or other organisation whatsoever to whom any Red Hat Company has had any negotiations or material discussions regarding the possible supply of goods or services during the 12 months immediately preceding the Termination Date.

19.8 **"Red Hat" means all Red Hat Companies collectively as a group including any Red Hat Company.**

19.9 **"Red Hat business" for purposes of this Agreement means the business of any Red Hat Company, including researching, developing, installing, maintaining, servicing, improving and providing training for any open source software and related and compatible products and services for business or personal use, whether conducted by any Red Hat Company or Partner in conjunction with Red Hat, as occurring during the EMPLOYEE's term of employment or in any subsequent period relevant to this Agreement.**

19.10 **"Red Hat Company" or "Red Hat Companies" means any firm, company, corporation or other organization**

which is owned or controlled directly or indirectly by Red Hat, Inc of Raleigh, North Carolina.

- 19.11 "Restricted EMPLOYEE means any person who was employed by the EMPLOYER or by any Red Hat Company, for at least 12 months prior to and on the Termination Date and with whom the EMPLOYEE has had material dealings in performing their duties of employment; or who because his or her knowledge of the Red Hat business or access to Red Hat Confidential Information could materially damage or threaten the interests of any Red Hat Company during the Restricted Period if he become employed in any competing business.
- 19.12 "Supplier" means any person, company, business entity or other organization whatsoever who (i) has supplied goods or services to a Red Hat Company during any part of the 12 months immediately preceding the Termination Date or agreed during such period to supply such goods; or (ii) as at the Termination Date, supplies goods or services to a Red Hat Company under an exclusive contract or arrangement between that Supplier and the Red Hat Company.

19.13 **"Termination Date" means the date on which the EMPLOYEE's employment terminates.**

20. GOVERNING LAW

20.1 This Agreement is governed by, and is to be construed and enforced in accordance with the laws of India.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the whole agreement between the parties concerning the subject matter hereof and supersedes any previous agreements, arrangements or understandings between them **relating to the EMPLOYEE's** employment by or services to any Red Hat Company. Each of the parties acknowledges that it is not in entering into this Agreement relying on any statements, warranties or representations given or made by any of them relating to the subject matter hereof, save as expressly set out herein.

21.2 Any variation of the remuneration payable to the EMPLOYEE hereunder made by consent of the parties shall not constitute a new Agreement but (subject to any express agreement to the contrary) the employment of the EMPLOYEE hereunder shall continue subject in all respects to the terms and conditions of this Agreement with such variation.

22. LANGUAGE

22.1 This Agreement is made in the English language which the EMPLOYEE understands. In the event any translation is required for any official purposes or if the EMPLOYEE is not familiar with English, an official translation of the Agreement in local language may be executed. In the event of any discrepancy between the English version and the non-English language version, the English version shall prevail for all purposes to the maximum extent allowed under applicable law.

23. MISCELLANEOUS

23.1 If any provision is held to be invalid, illegal or unenforceable by any court of competent jurisdiction then such invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining

provisions or sub-provisions or identifiable parts thereof in this Agreement.

- 23.2 If any restriction on the EMPLOYEE in this Agreement is adjudged to be unreasonable or overbroad for the **protection of the EMPLOYER's legitimate interests so as to be unenforceable or void, but would be** valid if the scope of any such restriction is modified or reduced part of the wording thereof were deleted, then the EMPLOYEE agrees that the restriction shall be subject to modification by the EMPLOYER in any dispute, and the restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 23.3 Article headings are inserted for convenience only and will not affect the construction of this Agreement.
- 23.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 23.5 The waiver of a breach of any term or condition of this Agreement by the EMPLOYER shall not be valid unless signed in writing and in any event shall not be deemed to constitute the waiver of any other part of or condition unless expressly included in the written waiver.
- 23.6 Any undertaking of the EMPLOYEE hereunder which is made for the benefit of any Red Hat Company may be enforced directly by such company, which may also enforce any rights directly against the EMPLOYEE for any damage caused to it by breach of this Agreement or any other unauthorized actions of the EMPLOYEE.
- 23.7 Any notice required hereunder or by law if not delivered personally may be given by fax, e-mail, registered mail or by private courier, if evidenced by proof of delivery to: **the EMPLOYER's principal place of business to the attention of the EMPLOYEE's Manager, if to the EMPLOYER; or to the EMPLOYEE's last** coordinates of record on file with the EMPLOYER, if to the EMPLOYEE.
- 23.8 **The EMPLOYEE's obligations under this Article and Articles 11, 12, 13.2, 14, and 15 of this Agreement shall survive the expiration or termination of this Agreement.**
24. UNILATERAL AMENDMENTS
- 24.1 **In the event of a change in the EMPLOYER's business or economic circumstances, or the organisation of its business activities, the EMPLOYER is authorised to unilaterally amend the present contract in consultation with the EMPLOYEE to the extent permitted by applicable law.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

Each of the parties has read, approved and agreed to this Agreement.

This Agreement shall be executed in duplicate with copies exchanged if original.

This Agreement shall be deemed effective on the Effective Date when returned by the EMPLOYEE by the Offer Return Date and duly executed by both parties as specified in Article 1 of this Agreement.

EMPLOYEE:

Red Hat India Private Limited
Duly Authorized Representative:

Name: ashutosh gautam

Name: Vandana Vaddan

Title: Director

DocuSigned by:

Ashutosh Gautam

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DocuSigned by:

Vandana Vaddan

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(Signature Line)

Date: 1/11/2022

Date: 1/7/2022

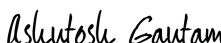
SCHEDULE A
INVENTIONS OR INTELLECTUAL PROPERTY WHICH ARE CLAIMED BY EMPLOYEE AND EXIST AS OF THE
EFFECTIVE DATE OF EMPLOYMENT

INVENTION OR INTELLECTUAL PROPERTY RIGHTS

DATE OF INVENTION

Name: ashutosh gautam
Date: 1/11/2022

EMPLOYEE:

DocuSigned by:

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(SIGNATURE LINE)

SCHEDULE B
COMPENSATION BREAK-UP

Annexure		
Gross Annual Compensation		
Name : Ashutosh Gautam		
Salary heads	Annual	Monthly
FIXED SALARY		
Basic Pay	320000	26667
HRA	160000	13333
Conveyance Allowance	19200	1600
Special Allowance	215400	17950
Medical Reimbursement	15000	1250
LTA	32000	2667
STATUTORIES		
Employer Provident Fund**	38400	3200
Total	800000	66667
ANNUAL SALARY	800000	
Take Home Computation		
Gross Earnings	800000	66667
Less Employer's Contribution to PF	38400	3200
Less Employee's Contribution to PF	38400	3200
Net Earnings/Take Home Pay (Pre-Tax)*	723200	60267
* Take home per month after PF deductions		



RED HAT CODE OF BUSINESS CONDUCT AND ETHICS

This Code of Business Conduct and Ethics (the “Code”) sets forth legal and ethical standards of conduct for employees of Red Hat, Inc. and its subsidiaries (the “Company” or “Red Hat”). Red Hat, Inc.’s “subsidiaries” are entities it directly or indirectly, through one or more intermediaries, controls. This Code is intended to deter wrongdoing and to promote the conduct of all Company business in accordance with high standards of integrity and in compliance with all applicable Company policies, laws, and regulations. This Code applies to all Red Hat employees.

If you have any questions regarding this Code or its application to you in any situation, you should contact your manager or the Legal Department.

COMPLIANCE WITH THE CODE AND ALL LAWS, RULES AND REGULATIONS

The Company requires that all employees comply with this Code, Company policies, and all laws, rules, and regulations applicable to the Company wherever it does business, including with respect to the conduct of business with governments and the protection of classified information. You are expected to be familiar with the laws, rules, regulations, and Company policies applicable to your work and workplace as well as additional laws, rules, and regulations that may apply.

You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules, regulations, and Company policies, and to ask for advice from your manager or the Legal Department when you are uncertain about them.

If you become aware of or suspect a violation of this Code or other unethical or unlawful conduct by the Company, whether by its employees or any third party in connection with Red Hat’s business, Red Hat expects you to promptly report the matter to your manager or the Legal Department (see “Reporting and Compliance Procedures” below). The Company will promptly review your report of actual or potential violations of the Code or other unlawful or unethical conduct. While it is the Company’s desire to address matters internally, nothing in the Code prohibits you from communicating directly with any government agency or entity, without prior consent of, or notification to, the Company to the extent permitted by law and applicable rules of professional responsibility. Employees shall not terminate, demote, suspend, threaten, harass, or in any other manner discriminate against any other employees because they in good faith reported any such violation.

HONEST AND ETHICAL CONDUCT

Respect in the Workplace

Red Hat strives to create an environment of belonging, respect, and mutual support where everyone feels valued, and will not tolerate unlawful discrimination, harassment, bullying, favoritism, or retaliation of any kind. Red Hat prohibits any discrimination or harassment on the basis of age, physical or mental disability, race, color, ethnicity or national origin, sex, gender, pregnancy, sexual orientation, gender identity or expression, religious belief, marital status, genetic information, military or veteran status, or any other characteristic protected by law. The Company will not tolerate unwelcome sexual advances or comments, racial or religious slurs or jokes, or any other conduct, such as bullying, that creates or encourages an offensive or intimidating work environment. Please also consult Red Hat's [Global Policy Prohibiting Discrimination, Harassment, Bullying, Favoritism and Retaliation](#), which is available in the Global Legal Policies page of The Source. If you believe you are the victim of prohibited workplace conduct, contact the Legal Department (see "Reporting and Compliance Procedures" below) or the People Team (peoplerelations@redhat.com).

Conflicts of Interest

Employees are expected to act in the best interests of the Company with integrity and high ethical standards, and avoid conduct that creates, or appears to create, a conflict of interest.

A "conflict of interest" exists when a personal interest – which can be a direct benefit to you or a benefit to a family member or close friend – interferes with the best interests of the Company and its stakeholders. A conflict of interest may arise whenever you, as an employee of the Company, take action or have an interest that impairs your ability to perform your duties and responsibilities honestly, objectively, and effectively.

For example, a conflict of interest may arise from your business or personal relationship with a customer, supplier, competitor, business partner, or other associate, if that relationship impairs objective business judgment or your ability to perform your duties for the Company effectively. A conflict of interest may also arise from personal investments, outside consulting or employment, service on the board of another entity, starting your own business, giving or receiving business amenities or gifts from a current or future supplier or business partner, romantic relationships with co-workers or business partners, and other activities or relationships that Red Hat may reasonably determine to constitute a conflict.

In addition to avoiding actual conflicts of interest, employees must avoid conduct that would reasonably present the appearance of a conflict of interest to others. Remember that sometimes a situation that previously did not present a conflict of interest may develop into one.

If you are aware of a conflict of interest, have a concern that a conflict of interest may exist, or have a concern that a situation creates even the appearance of a conflict of interest, it is your responsibility to promptly notify the Legal Department (see “Reporting and Compliance Procedures” below) and provide the information you have about the situation and cooperate in its review.

The Company will consider the facts and circumstances of the situation to determine whether an actual or apparent conflict exists, after taking into consideration any corrective or mitigating action that has been or will be taken.

Participation in an open source community project, whether maintained by the Company or by another commercial or non-commercial entity or organization, does not constitute a conflict of interest even where you may make a determination in the interest of the project that is adverse to the Company’s interests.

Honesty and Fair Dealing

Be Honest. Employees should endeavor to deal honestly, ethically, and fairly with the Company’s suppliers, customers, competitors, and employees. Statements regarding the Company’s and competitors’ products and services must not be untrue and not misleading, deceptive, or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice. Both making false statements and omitting important facts are wrong.

Do not engage in or facilitate any improper or illegal practices, such as wiretapping, surveillance, hacking, bribery, theft, trespassing, misuse of social platforms or pretexting, to gather intelligence or to obtain trade secrets or confidential or sensitive information. Do not hire or pay a competitor’s employees to obtain such information. Do not accept or use information if you have reason to believe it may have been obtained improperly or illegally. If you receive a competitor’s confidential information (such as a pricing proposal), by mistake or intentionally, from a client or other party, do not review it, distribute it, or otherwise use it. Instead, immediately call the Legal Department for guidance on how to proceed.

The Company’s internal processes and controls are implemented to help ensure we do business the right way. Make sure you understand which Company processes and controls apply to what you do. If you’re unsure, ask! If you think a process or control is unclear or could be improved, talk about it with your manager, the process owner, or Red Hat Business Controls.

Don’t bypass a Company process or control without an authorized exception, and if you see others bypassing, say something. If a customer or other third party asks you to bypass the Company’s (or their own) controls, or assist them in doing so, notify your manager or the Legal Department.

Reporting and Recording Information. Employees regularly provide to the Company and others information and data, such as requests for reimbursement of business expenses, hours worked on customer projects, or certifications.

The Company relies on employees to record and report accurate, complete, and honest information. Under various laws, the Company is required to maintain accurate books and records. Misrepresentation can lead to civil and criminal penalties for both you and the Company, and the loss of business privileges, such as the right to bid on business, export or import products or even remain in business.

Record and report only accurate, complete, and honest information. Never report information in a way that is intended to mislead or misinform those who receive it. If you are unsure about the accuracy or completeness of any information, don't guess. Ask for help. If you believe any information you've recorded or reported to the Company or others is incorrect or has been misunderstood, promptly notify your manager and the Legal Department to determine the appropriate next steps.

Some examples of dishonest or fraudulent reporting include:

- Submitting false or inaccurate expense reimbursement requests;
- Inaccurately recording the number of hours worked or failing to report time (or overtime in accordance with Company guidelines) worked, whether or not charged to a customer;
- Submitting inaccurate information to the Company's tools or processes;
- Providing inaccurate or incomplete information to the Company or other parties, including during investigations, audits, or other reviews; and
- Making false or misleading statements in (or omitting material information from) external reports or other documents submitted to government agencies.

Understanding Financial Controls and Reporting. As a subsidiary of a public company, the Company must follow strict accounting principles and standards, report financial information accurately and completely, and have appropriate internal controls and processes to ensure that our accounting and financial reporting comply with all applicable laws. Violating accounting and financial reporting laws can result in significant fines, penalties, and imprisonment.

The rules for accounting and financial reporting require the proper recording of, and accounting for, revenues, costs, expenses, assets, liabilities, and cash flows. The Company must recognize revenue accurately. Be sure to discuss with Accounting all factors that could impact revenue recognition, such as deviations from standard payment terms, non-standard warranties, contingencies in deals, or deviations from customary ordering procedures. If you have responsibility or involvement in these areas, you must understand and follow these rules. These rules also prohibit you from assisting others to record or to

report any information inaccurately or to make false or misleading financial reports. Never provide advice to others, including customers, suppliers, or business partners, about how they should record or report their own revenues, costs, expenses, assets, and liabilities.

If you are aware of or suspect any improper or unethical accounting or financial reporting, you should immediately inform the Legal Department at legal@redhat.com or by calling Red Hat's Compliance and Ethics Hotline at **800-224-9902** or **678-999-4553**. You may do this anonymously, except where anonymous reporting is prohibited by law, if you wish.

Making Commitments and Obtaining Approvals

The Company has established approval processes and delegation levels to help us protect our assets, maintain appropriate controls, and run our business effectively. Understand and follow the approval processes and delegation levels that apply to your role. Do not make business commitments, including modifications to pricing, contract, or service terms, without appropriate approvals or contrary to delegation limits. All commitments must be reported to Accounting to ensure the accuracy of the Company's books and records. Unless you are specifically authorized by Red Hat's signature authority policies, you do not have authorization to enter into any agreement on behalf of the Company. Do not make verbal arrangements or commitments, or enter into unapproved written commitments or side deals.

Human Rights

Red Hat, as a global company, considers respect for human rights to be an integral part of its corporate social responsibility commitments. The Company prohibits child labor, human trafficking, forced labor (and all other forms of modern slavery) in any guise in its operations and supply chain. All employees are expected to help identify and prevent modern slavery in Red Hat's operations and supply chain and immediately report any concerns to the Legal Department.

SAFEGUARDING CONFIDENTIAL INFORMATION AND COMPANY ASSETS

Confidentiality

Employees must maintain the confidentiality of confidential information entrusted to them by the Company, IBM, or other companies, including the Company's suppliers and customers, except when disclosure is authorized by a manager or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company.

Be careful to avoid inadvertent disclosure of proprietary and confidential information, whether owned by the Company or others. Do not discuss this information with, or within hearing range of, any unauthorized person, including family members or friends. They might – innocently or otherwise – pass the information on to someone else.

Third parties may ask you for information concerning the Company. Employees (other than the Company's authorized spokespersons) must not discuss internal Company matters with, or disseminate internal Company information to, anyone outside the Company, except as required in the performance of their Company duties and after an appropriate confidentiality agreement is in place. This prohibition applies particularly to inquiries concerning the Company from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers), and security holders. All responses to inquiries on behalf of the Company must be made only by the Company's authorized spokespersons. If you receive any inquiries of this nature, you must decline to comment and refer the inquirer to your manager or one of the Company's authorized spokespersons. The Company's policies with respect to public disclosure of internal matters are described more fully in the Noncompetition, Confidentiality, and Assignment of Inventions Agreement that you signed at the time you joined the Company.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company, and non-competition obligations.

Finally, if you are involved in conducting business in government marketplace(s) at any level, you may be subject to other obligations regarding the use, disclosure, safeguarding, or receipt of particular types of information, including restrictions regarding competition-sensitive information such as government "source selection" or contractor bid and proposal information.

Insider Trading

During your employment with the Company, you may become aware of information about the Company, its parent company IBM, or other companies that has not been made public. Using or disclosing this inside information for your financial or other personal benefit is unethical and against the law. Inside information is material information that is not available to the general public that could influence a reasonable investor to buy, sell, or hold a company's securities. Information can be material even if it would have only a small impact on the price of the securities. Violation of these laws may result in civil and criminal penalties, including fines and jail sentences. The Company will not tolerate the improper use of inside information. These prohibitions apply anywhere in the world where we do business. The rules are simple: do not improperly use or disclose inside information; and do not evade these guidelines by acting through anyone else or by giving inside information to others for their use, even if you will not financially benefit from it. If you have any questions about what you can or cannot do, consult the Legal Department.

Do not disclose to anyone outside of the Company, including your family members, or to your Company colleagues who do not have a business need to know:

- Inside information about the Company's or IBM's financial performance, including unannounced earnings and dividend actions, acquisitions or divestitures, and other significant activities affecting the Company or IBM; or
- Inside information about the Company or any other company.

Do not buy or sell IBM securities or securities of a customer, business partner, or other party based on inside information you have about IBM, the Company, or that company. For example, if you know that the Company or IBM is considering a significant relationship with a business partner, do not buy or sell the securities of that company until after the information becomes public.

Managing Personal Information

The Company takes your privacy seriously. Not all countries have data protection laws, but the Company has privacy and data protection policies intended to protect personal information wherever we use, process, or store it. Always comply with applicable privacy laws and Company privacy policies applicable to you. You acknowledge that the Company may collect, use, disclose, and otherwise process your personal information as provided in the Employee Personal Information Privacy Statement.

Guarding Against Cyberthreats

Third parties, like our customers, trust the Company with their data and other assets, and we rely on you to protect them – as well as the Company's own data and assets.

Follow the Company's information security policies, controls, and processes. Violating the Company's information security policies puts the Company's assets, and assets belonging to others, like customer data, at risk. Even well-intentioned actions, such as creating work-arounds and shortcuts to improve service delivery or downloading unapproved third-party software, can violate the Company's and customers' security policies, and result in IT or data breaches.

If you are aware of or suspect an IT or data security issue or incident, or any loss of assets, including data, belonging to the Company or others, report it immediately by contacting infosec@redhat.com.

Protection and Proper Use of Corporate Assets

Employees should seek to protect the Company's assets. Theft, carelessness, and waste have a direct impact on the Company's financial performance. Other than limited personal use of Red Hat's systems as specifically allowed by Red Hat's [Policy on Acceptable Use of Red Hat Information Technology Systems](#), employees must use the Company's assets and

services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Employees must advance the Company's legitimate interests when the opportunity to do so arises. You must not take advantage of opportunities for yourself or another person that are discovered through your position with the Company or the use of property or information of, or entrusted to, the Company.

Retaining Records

Our records are valuable assets. Always follow applicable Company records management policies and document retention orders issued by the Legal Department for retaining and disposing of Company records. Keep in mind that these policies apply to information in any media, including hard copy and electronic records, email, wikis, blogs, apps, and records in collaboration tools (whether on the Company network or one operated by others).

WORKING ACROSS BORDERS - INTERNATIONAL TRADE & ANTIBOYCOTT REQUIREMENTS

Exports

Because Red Hat is a U.S. company, its products, services, source code, technical data, and technology are subject to both U.S. and local export laws and regulations, regardless of your work assignment or location. Export laws and regulations affect many Company transactions, including intra-Company transactions; technology transfers; transactions with other parties, including clients and suppliers; and use of business partners or others to complete a delivery or provide a service.

Before Company products, services or technology can be exported, re-exported, or delivered anywhere, the Company must validate that it has the authorization to export under U.S. export regulations and any applicable non-U.S. laws and regulations. For help, contact the Export Compliance Team at exportcompliance@redhat.com.

Defense Articles and Services

If the Company's business with government agencies or contractors involves the provision (including brokering) of products, technical data, or services relating to military applications or defense articles, additional Company policies and government regulations may apply to your activities. U.S. Government authorization is required prior to any transfer or disclosure of U.S. defense articles or services outside the U.S. or to non-U.S. persons. Other countries apply similar restrictions on transfers and disclosures of their defense articles and services. If you have any questions about what you can or cannot do, consult the Legal Department.

Imports

The Company must also comply with all import laws, regulations, and requirements when engaging in international trade. In addition to the cross-border movement of physical items, import implications may result from other activities, such as:

- Client activity requiring cross-border delivery;
- Calculation of product intra-Company prices for sales to a Company location in another country;
- Determination of product country of origin; and
- Maintenance of accurate data and records for product inventory, sales, and distribution.

Antiboycott Requirements

Red Hat and those acting on its behalf are prohibited from complying with or supporting a foreign country's boycott of a country that is friendly to the United States. Red Hat is required to report promptly to the U.S. Government any request to support a boycott or to furnish information regarding a boycott.

WORKING WITH ORGANIZATIONS OUTSIDE THE COMPANY

Whether you are selling, buying, or representing the Company in any other capacity, you must be ethical and lawful in your business dealings. Your actions can directly affect the Company's competitiveness, reputation, and compliance with applicable laws.

The Company regularly works with other organizations – subcontractors, suppliers, consultants, agents, business partners, and competitors – and frequently has multiple relationships with these companies. You must understand these relationships and act in accordance with our guidelines.

Working with other parties can present risks – the Company can be held liable for the misconduct of others, such as agents, consultants, or business partners. For example, if we know or have reason to believe a partner will offer or accept a bribe or kickback, the Company may be held accountable, even if the Company does not authorize or condone it. We require other parties with whom we interact to comply with many Company guidelines and meet our high standards of integrity in their work for us. If you are aware of or suspect another party is acting unethically or illegally, immediately report your concern to the Legal Department.

Dealing with Competitors

Competition laws, also known as monopoly, antitrust, fair trade, or cartel laws, are intended to prevent interference with the functioning of a competitive market system and exist in almost all countries where we do business. Prohibited conduct may include: colluding with others to fix prices or divide territories, illegally monopolizing an industry, or unlawfully abusing a dominant position.

Contacts with competitors require extra care. For example, exchanging competitive information with employees of a competitor can be a crime in certain circumstances.

Avoid discussion of or collaboration on proprietary or confidential information, including pricing policies, contract terms, costs, inventories, marketing and product plans, market surveys and studies, production plans and capabilities, and allocating customers or territories. Such discussions may be illegal. If a competitor raises a prohibited subject, stop the conversation immediately and inform the competitor that you will not discuss these matters. If the competitor continues to discuss the prohibited subject, leave the meeting. Immediately report such incidents to the Legal Department. Collaborating with competitors creates risk. It is your responsibility to understand the rules that apply to such activities and to avoid prohibited subjects. Obtain prior approval of your manager and seek advice from the Legal Department before collaborating with competitors, including competing business partners.

The Company and its competitors may attend conferences or trade association meetings where subjects of general interest are discussed without violating the law. Other acceptable contacts include sales to and purchases from other companies in our industry and approved participation in joint bids. You may also participate in Open Source communities and standards development organizations with competitors, provided proper care is taken with Company confidential information.

Working with Government Entities and Other GOEs

The Company engages with government-owned or -controlled entities (which we will refer to as GOEs) in many ways – for example, as customers, suppliers, consultants, or business partners. GOEs include both government entities and state-owned enterprises. Dealing with GOEs, their representatives, and government officials or their family members raises unique business and compliance issues, and you must follow the Company's established processes and controls to address them.

Before you engage in any business activity, including marketing or sales activities, it is your responsibility to determine if the party you are dealing with is a GOE or a government official (or a family member of one).

GOEs include government entities and state-owned enterprises. "Government entities" include government agencies, departments, branches, instrumentalities, and public enterprises, whether regional, national or local, as well as:

- Government-owned or -controlled schools, hospitals, utilities, and other organizations that provide public services;
- Public international organizations, such as the United Nations or World Health Organization; and
- Entities that procure under public procurement laws and regulations.

"State-owned enterprises" can be any other type of entity – even those that are privately held or publicly traded – if they are owned, controlled, organized, or sponsored by a GOE or a government official. A government official is an officer or employee of a GOE as well as any private individuals or entities acting in an official capacity on behalf of one.

If you are uncertain, don't guess; ask the Legal Department for help.

PROTECTING AGAINST CORRUPTION, ESPECIALLY WHEN WORKING WITH GOES

The Company prohibits bribery and kickbacks of any kind. Never offer or give anyone, or accept from anyone, anything of value that is, or could be viewed as, a bribe, kickback, or other improper benefit. Also, never improperly attempt to influence that person's or entity's relationship with the Company, whether to obtain or retain business, or receive some other benefit. You may not make such payments or offer such benefits through others, such as agents, contractors, consultants, business partners, trade associations, or suppliers.

Likewise, we expect everyone we interact with – including suppliers, business partners, resellers, agents, contractors, and consultants – not to accept or offer bribes or kickbacks. Anti-corruption laws around the world make bribery a crime. Some laws, like the U.S. Foreign Corrupt Practices Act and Brazil's Clean Company Act, focus on bribery of government officials. Other laws, like the UK Bribery Act, prohibit bribery of employees of commercial entities as well.

When working with business partners, suppliers or others, watch for warning signs of corruption and bribery, such as:

- Discrepancies in records or unexplained payments;
- Deep discounts, high margin, or abnormally high prices;
- Lack of skills or resources to do the job;
- Parties with no legitimate purpose in the deal;

- Extravagant expenses;
- Suspicious personal relationships or business arrangements.

Remember, you can violate anti-bribery laws by offering or providing anything of value to obtain or retain business or secure some other improper benefit. “Anything of value” means just that: *anything*, including money, meals, gifts, entertainment, transportation, travel, accommodations, event entrance fees, charitable contributions, and even employment or internships (paid or unpaid).

Giving and Receiving Business Amenities and Gifts

In our day-to-day business activities, we may offer and receive customary business amenities or gifts (like meals, transportation, lodging, entertainment, event entrance fees, referral fees and, in limited circumstances, gifts) to promote Company products and services, build goodwill, and strengthen working relationships. You must follow Company processes and obtain any required pre-approvals before giving or receiving business amenities or gifts. Review and follow [Red Hat’s Policy on Business Entertainment and Amenities](#) for additional guidance.

Giving. Get your manager’s approval before giving business amenities or gifts to others. Consult Red Hat’s Policy on Business Entertainment and Amenities and obtain any required approvals from the Legal Department before giving business amenities or gifts to government officials, employees of government entities, GOEs or, in some countries, employees of commercial entities. Red Hat employees may not give an external party any cash, gift cards, gift certificates, or any other cash equivalents other than an award (generally a gift card) that is offered as part of an event or as a prize with the Legal Department approval.

Many jurisdictions restrict giving business amenities or gifts, directly or through others, to a government official or an employee or representative of a government entity, state-owned entity or, in some cases, commercial party. Make sure you understand the anti-bribery laws, ethics rules, and gift and other laws that apply where you work before offering anything of value to anyone. If you have any questions, don’t guess. Ask your manager or the Legal Department – they can help.

Employment and Internships. Never promise or provide employment or internships for the purpose of obtaining a business advantage or other preferential treatment for the Company. Hiring must be done in accordance with applicable Company policies and processes.

Charitable Contributions. Follow the section on charitable contributions included in the Company’s Policy on Business Entertainment and Amenities before giving a charitable contribution, grant, or donation on behalf of the Company. This includes sponsoring events hosted by non-profits, purchasing tables at events, and making other contributions of any

kind. Never make, or ask someone else to make on the Company's behalf, a charitable contribution to obtain a business advantage or preferential treatment for the Company.

Receiving. Neither you nor any member of your family may, directly or through others, solicit or accept from anyone money or any other business amenity, other than items of nominal value in the circumstances and, for business entertainment where both you and the provider are present, reasonably modest amenities permitted by Red Hat's Policy on Business Entertainment and Amenities. In no case may you solicit or accept a business amenity or gift of any value where doing so could influence or reasonably give the appearance of influencing the Company's business decisions. If you or your family members receive any such business amenity (including money), even if unsolicited, notify your manager and take appropriate measures, which may include returning or disposing of what you received. Red Hat employees may not receive from an external party any cash, gift cards, gift certificates, or any other cash equivalents other than a gift card of nominal value. A gift will be considered of "nominal value" if it is \$100 USD or less, provided that, in the case of gift cards, the value must be \$20 USD or less. If you are uncertain whether a gift or other business amenity may be accepted, please contact the Legal Department.

It is not unusual for software and hardware companies in the Company's industry to offer free software and/or hardware to employees for testing purposes. If you are offered such equipment, you may accept it on behalf of the Company provided the equipment is necessary to your performance of your job or an open source project in which you participate and you notify the Legal Department of the hardware or software contributed. All such donated hardware and software shall be the property of the Company.

Avoiding Money Laundering and Funding Terrorist Activities

We must comply with applicable laws prohibiting money laundering and terrorism financing. The Company has implemented policies and processes to help prevent and detect inappropriate or suspicious activities. Employees who are responsible for making or receiving payments on behalf of the Company must guard against the use of our funds, products, and services for purposes of money laundering, terrorism financing, or other criminal activity. Report any suspicious transactions or payments, or raise questions to your manager or the Legal Department (see "Reporting and Compliance Procedures" below).

Be alert for suspicious transactions, such as:

- Payments made in currencies other than the currency specified in the contract;
- Over-payments and requests for refunds; and
- Unusual fund transfers to or from parties or countries not involved in the deal.

Selling in the Public Sector

Public sector procurement laws are designed to ensure that products and services sold to, or for the benefit of, a government entity or other GOE are procured at fair and reasonable prices. The regulations and procedures around public sector procurement are complex and vary widely. It is your responsibility to identify and comply with applicable regulations and procedures.

Sole Source. Comply with all laws and Company policies concerning sole source procurements and contact the Legal Department with any questions.

Access to Information. Do not, directly or indirectly, obtain oral or written information (including advance copies of solicitation or tender documents and government planning and budgetary documents) that has not been made available to the general public or to all bidders, or that is subject to restrictions regarding its use. Do not seek or obtain non-publicly available information regarding competitors' bids or the decision-making process of the GOE. It is your responsibility to make sure you have only appropriate information. If you are uncertain about any information, consult with the Legal Department.

Pre-Bid Activities. Be careful when communicating with government agencies on procurement matters – contact the agency only through the person(s) designated by the government for a solicitation. Do not prepare a solicitation document on behalf of a public sector customer, even at the customer's request; submit any anonymous documents, such as white papers, to a public sector customer; or encourage a public sector customer to sign an agreement before an award is made to the Company. Doing so may prevent us from subsequently bidding.

Hiring and Business Opportunities. Do not discuss business or employment opportunities that could personally benefit any public sector employees involved in procurement planning or decisions (or their family members) before or during the course of a bid. Ethical and legal restrictions may apply – before and after the Company wins the bid and on an ongoing basis during and after government employment.

Pay-to-Play. Some jurisdictions have "pay-to-play" laws that impact public sector contractors, like the Company. If you are in a senior position within the Company or if you have responsibility for negotiating or overseeing government contracts, you and your family members may be restricted from giving personal political donations in some jurisdictions. Understand and comply with all restrictions that apply to you and contact the Legal Department with any questions.

Fulfilling Contract Requirements. Do not ship, provide, or invoice products and services to a GOE until the Company receives a valid order (e.g., purchase order) containing terms and conditions acceptable to the Company. A limited exception to this rule may be approved by the Legal, Accounting, and Services Departments pursuant to Red Hat's established processes.

Using Agents And Consultants; Teaming With Competitors. Approval of the Legal Department is required before using any agents or consultants for Red Hat (which does not include partners reselling Red Hat offerings) on public sector procurement deals. Teaming with competitors on public sector deals (e.g., bidding as a consortium with a competitor) presents several risks – consult with the Legal Department.

Contingent Fees. A contingent fee is a fee paid by one party to another party for securing business for the first party. Some jurisdictions prohibit paying or receiving contingent fees for sales to a GOE. Get approval from the Legal and Accounting Departments before agreeing to contingent fees or other incentives.

If you have any questions, need help or are aware of or suspect any violation of these public sector guidelines or of a public sector procurement law, consult the Legal Department.

Other Interactions with Government Personnel or Candidates for Public Office

Lobbying. You must obtain prior written approval from Red Hat Legal Department's Government Affairs and Global Public Policy team to engage in such contacts (which may include lobbying) or to authorize anyone else – like a consultant, agent, trade association, or business partner – to engage in such contacts on the Company's behalf either directly or through a third party. Any contact with government personnel to influence any legislation, regulation, policy, or government action is strictly reviewed by the Legal Department's Government Affairs and Global Public Policy team and may be considered lobbying, including possible responses to government requests for comments on any public policy matter. Under some laws, lobbying even includes normal marketing, procurement, and sales activities directed to government customers. You are responsible for knowing and complying with all relevant lobbying and associated gift laws and reporting requirements.

Use of Company Property – Government Officials and Candidates for Public Office. Company resources, including but not limited to Red Hat email addresses, telephones, messaging systems, premises, or Brand assets, may not be used to engage in electioneering, for endorsement of or campaigning on behalf of candidates for public office, ballot initiatives, or efforts to influence government action on legislation, regulation, or any policy without prior approval of Red Hat's General Counsel or Vice President of Government Affairs and Global Public Policy. You must obtain approval from the Legal Department's Government Affairs and Global Public Policy team before inviting current or former public officials and candidates for public office to a Company office or Company-sponsored event.

If permitted by applicable law and with prior approval of the Legal Department, the Company may reimburse the actual and reasonable travel expenses incurred by a public official in connection with an approved Company speaking engagement, but the Company generally does not pay honoraria.

Hiring Current and Former Government Employees. Current and former government employees may need government clearance before discussing employment with the Company. Requirements differ by jurisdiction – check with the People Team.

REPORTING AND COMPLIANCE PROCEDURES

Every employee has the responsibility to ask questions, to seek guidance, to report suspected violations, and to express concerns regarding compliance with this Code. If you know or believe that any other employee or representative of the Company has engaged or is engaging in Company-related conduct that violates applicable law or this Code, you should report such information to your manager (if you feel comfortable doing so) or to the Legal Department. You may report such conduct openly or anonymously without fear of retaliation, as further described below.

The Company will not discipline, discriminate against, or retaliate against any employee for reporting such conduct in good faith, whether or not such information is ultimately proven to be correct, or for cooperating in any investigation or inquiry regarding such conduct. Any manager who receives a report of a violation of this Code must immediately inform the Legal Department. If you believe you have been retaliated against for such a report, please share your concern with the Legal Department.

You may notify the Legal Department and report violations of this Code on a confidential or anonymous basis, except where anonymous reporting is prohibited by law, by calling Red Hat's Compliance and Ethics Hotline at **800-224-9902** or **678-999-4553**. Your message will be directed to the Legal Department. While we prefer that you identify yourself when reporting violations so we may follow up with you as necessary for additional information, you may leave messages anonymously. You may also contact the Legal Department by email at legal@redhat.com or by mail at the following address: Red Hat, Inc.; Attn: Red Hat Legal Department; 100 East Davie Street; Raleigh, NC 27601.

If you have a similar concern involving conduct by an IBM representative outside of Red Hat, or otherwise wish to contact Red Hat's parent company, IBM, you may do so by sending an email to confidentiallyspeaking@us.ibm.com.

When the Company's customer is in the public sector, the Company is that customer's "contractor." U.S. law provides for certain rights, remedies, and protections for contractor employees who, in connection with U.S. government contracts or funds, report internally or to certain government officials or entities information the employee reasonably believes is evidence of gross mismanagement or waste, abuse of authority, violation of law, or a substantial and specific danger to public health and safety.

In the United States, trade secrets are protected under both federal and state law. It will not be a violation of the Code, and you will not be held liable under any U.S. federal or state trade secret law, if you disclose a trade secret in confidence to the government or an

attorney solely for the purpose of reporting or investigating a suspected violation of law, or if you disclose a trade secret under seal in a complaint or other filing or in response to a court order in a lawsuit or other proceeding.

If the Red Hat Legal Department receives information regarding an alleged violation of this Code or of law, it shall, as appropriate, initiate an inquiry or investigation and take any appropriate responsive action. Employees shall cooperate fully with any such inquiry or investigation – for example, promptly, completely, and truthfully comply with all Company requests; participate in meetings and interviews in a timely manner when requested; and provide, keep, and make available for inspection all relevant information relating to Red Hat's business (from any device or location, electronic or otherwise, within their possession or control) as directed or determined by the Company. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, up to and including termination of employment by Red Hat.

Failure to comply with the standards outlined in this Code, as determined by the Company in its discretion, will result in disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, termination, and restitution. Certain violations of this Code may require the Company to refer the matter to the appropriate governmental or regulating authorities for investigation or prosecution.

Moreover, any manager who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including termination of employment by Red Hat. All such disciplinary actions are to be taken in accordance with the laws pertaining to the place of employment of the subject party, including laws governing due process and employment, and such other agreements of employment as may exist between the Company and the subject employee.

DISSEMINATION AND AMENDMENT

This Code shall be distributed annually to each employee of the Company, and all employees shall certify that they have received, read, and understood the Code and have complied with its terms.

The Company reserves the right to amend, alter, or terminate this Code at any time for any reason. The most current version of this Code can be found in the Legal Policies and Guidelines section of the Company's intranet.

This document is not an employment contract between the Company and any of its employees or officers and does not alter any existing employment contract, if any, or, where no such employment contracts exists, the Company's at-will employment policy.

CERTIFICATION

I, Ashutosh Gautam do hereby certify that:

(Print Name Above)

1. I have received and carefully read Red Hat's current Code of Business Conduct and Ethics.
2. I understand the Code of Business Conduct and Ethics.
3. I will comply with the terms of the Code of Business Conduct and Ethics.

1/11/2022

(Date)

DocuSigned by:

Ashutosh Gautam

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(Signature)

Each employee is required to return this certification to the company within 14 days of request. Failure to do so may result in disciplinary action up to and including termination.

Certificate Of Completion

Envelope Id: 114703E09C43449FB54B545928CE32D5

Status: Completed

Subject: ACTION REQUIRED: EMPLOYMENT CONTRACT APPROVAL FOR Ashutosh Gautam - 11 Apr 2022 - 91373 - India

iCIMS System ID: 1927237

Red Hat Entity: Red Hat India Private Limited

US Tax Form State Code:

Export to People Files: No

Export envelope to EBS: No

Region: APAC

Country: India

Party ID:

Source Envelope:

Document Pages: 35

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Red Hat

AutoNav: Enabled

100 E. Davie Street

Envelopeld Stamping: Enabled

Raleigh, NC 27601

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

yourcareer@redhat.com

IP Address: 110.226.161.87

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Holder: Red Hat

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Signer Events

Simra Mirza

simirza@redhat.com

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Sent: 1/7/2022 3:21:55 AM

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Signed: 1/7/2022 4:43:33 AM

Electronic Record and Signature Disclosure:

Accepted: 12/3/2021 1:39:37 AM

ID: b4e56429-9c7a-4a0c-a47e-b476a573980e

Vandana Vaddan

vvaddan@redhat.com

Director

Red Hat India Pvt Ltd

Security Level: Email, Account Authentication
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Signed: 1/7/2022 7:43:42 AM

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Signed using mobile

Electronic Record and Signature Disclosure:

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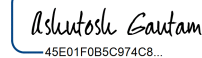
ID: 69244473-895f-4470-98da-7f807c1ff56d

Ashutosh Gautam

ashugauttam225@gmail.com

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Red Hat yourcareer@redhat.com Red Hat, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/7/2022 7:43:45 AM Resent: 1/11/2022 2:06:38 AM
Simra Mirza simirza@redhat.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/3/2021 1:39:37 AM ID: b4e56429-9c7a-4a0c-a47e-b476a573980e	COPIED	Sent: 1/7/2022 7:43:46 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Red Hat, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Red Hat, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: offer@redhat.com

To advise Red Hat, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at offer@redhat.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with Red Hat, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to offer@redhat.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Red Hat, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Red Hat, Inc. during the course of my relationship with you.