



Veritas Software Technologies India Private Limited,
Panchshil Business Park, 4th and 11th to 16th Floor, Building C,
Survey No 20, Balewadi, Pune 411045, Maharashtra, India.
Tel.: 020- 66157001, Fax No.: 020-66157709,
Corporate Identification Number: U72200PN2015FTC154978

28-10-2022

Mayur Nagare

Manmad

Dear Mayur,

Appointment as Assoc SQA Engineer

We are pleased to offer you the appointment as Assoc SQA Engineer with Veritas Software Technologies (India) Private Limited.

This offer is subject to your acceptance of the following terms and conditions:

Designation: You will be appointed as Assoc SQA Engineer or such other position determined by the Company from time to time (in which case the terms of this employment agreement (**the** "Agreement") will continue to apply to your new position). You will be initially be reporting to Rohan Patil, Sr Mgr, Development, or such other person or position, as determined by the Company from time to time.

Date of Commencement: This offer is contingent on your reporting to your manager on the Date of Commencement. As agreed, you will commence your employment with the Company on 07-11-2022. If you do not report to your manager on the Date of Commencement, the Company is entitled to treat this offer and any acceptance thereof as null and void.

This offer is contingent on: (i) you producing to us the relieving letter from your prior employer no later than 45 days from date of commencement, and (ii) you obtaining and maintaining at all times any required work permits/qualifications for you to lawfully work for the Company in India. If you [do not achieve the Results / do not produce relieving letter, or if you] do not have and maintain any such work permits/qualifications, this offer and any acceptance hereof is deemed null and void, your employment will be terminated immediately and you agree that you are not entitled to any notice, or payment of salary in lieu of notice.

Site of Employment: The normal place of work will be Pune. You may be required to work at any premises of the Company, and its affiliates, or at the premises of their customers, clients, suppliers or associates within India, or abroad, from time to time. You agree to work in accordance with the Company's scheduled time. You recognize that your duties may require you to engage in travel on behalf of the Company and that flexible hours must be maintained based upon the needs of the customers. You expressly agree to accept such reasonable travel and hours of work without additional compensation to the extent allowed under local labor law.

Previous Employment: If you are employed, you are expected to join the Company only after your present employer formally relieves you. You are required to submit the relieving letter from your present employer to the Company. The Company will not be liable for any consequences arising out of any of your previous employments. You hereby agree that you are not subject to any terms or conditions (whether contractual or otherwise) which restrict or may restrict your ability to carry out your duties for the Company or any Group Company.

Background Check: The offer of employment is subject to and contingent upon verification of the details provided by you and the Company's satisfaction with the results of any reference and background checks, which shall include without limitation – interviewing past and current employers and verifying educational and professional and qualifications. For business

requirements, you may also be required to undergo a criminal check. If you provide or cause someone else to provide any false or misleading information, or if the Company is not satisfied in its absolute discretion with the results of the reference/background checks, then this offer and any acceptance of it by you will be deemed to be null and void and of no effect. If you have commenced employment, your employment may be terminated immediately and without any payment of salary in lieu of notice. As part of our joining procedure, you will be required to provide details of criminal proceedings, if any have been initiated against you before joining the Company. If there are none, you will be required to provide a written declaration stating so.

Duties and Responsibilities: You shall perform the duties and responsibilities as set by the Company and that are consistent with your position within the Company. You must act in the best interests of the Company, serve it faithfully and diligently and comply with all legal requirements applicable to you and all lawful directions issued to you by the Company from time to time. You agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company.

Salary: You will receive an annual gross base salary of Indian Rupees ₹900,000.00 payable in monthly installments (Please review the attached Salary annexure sheet for the detailed breakup of the above mentioned compensation before the acknowledgement, which forms the part of this offer letter). Such salary shall be subject to all applicable withholding income tax requirements and other applicable deductions.

Annual Incentive Plan: Based on your position, you are eligible to participate in the Annual Incentive Plan (AIP), a discretionary incentive program that rewards the achievement of Veritas Technologies LLC's financial objectives. This plan may be amended, withdrawn or replaced without notice and at the Company's sole discretion, subject to applicable local law. Under the current program, you will be eligible for an annual bonus target of 7% of your annual salary/OTE. Your actual payment may be higher or lower depending on company performance and will be prorated based on your hire date in relation to the current fiscal year AIP plan. Details of the AIP plan will be made available to you once you begin your employment with Veritas. To receive the award, you must satisfy all eligibility requirements of the Program, which will be available to you after you begin your employment.

Annual Leave: You will receive annual leave in accordance with the Company's annual leave policy. The details of this policy may be found at HR VHelp.

Public Holiday: You shall be granted public holidays as listed for office employees by the local Government.

Suspension: The Company further reserves the right to suspend you with or without pay from employment during any period where the Company is investigating your alleged misconduct and/or any breach (including but not limited to any breach of the Policies as defined below or any other regulations) by you.

Termination: The Company shall, at its sole discretion, be entitled to suspend you without pay, demote you or terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) and without any payment of salary in lieu of notice in any of the following cases, which are deemed "for cause":

- if you are dishonest or engaged in serious or persistent misconduct or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder, or breach the terms of this Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force, or fail to perform your duties to the satisfaction of the Company;
- if you become bankrupt or have a receiving order made against you, or make any general composition with your creditors;

- if you commit any act that is in contravention of any laws of India and undergo police investigation therefor, without satisfactory explanation to the Company, or if you are present in Company's premises under the influence of alcohol and/or any other intoxicating substances; and/or
- if you are **absent** from work without the Company's consent for a continuous period of **three working days**, unless your absence is due to circumstances beyond your control or later is excused by medical certification valid for the period of absence

In the event that your employment with the Company is terminated for any other reason, the Company will provide 60 days' notice (or such greater amount of notice as may be required by law) or payment in lieu of notice. If you voluntarily terminate your employment with the Company, you must provide us with 60 days' written notice.

During any period of notice, you may be required by the Company, in its absolute discretion, not to contact its employees, customers or suppliers, not to attend at your place of work at any time and not to perform any duties for the Company or to perform only such duties, specific projects or tasks as are assigned to you expressly by the Company, for such period and at such place or places (including, without limitation, your home) as the Company deems appropriate, provided that you will be entitled to receive full pay and benefits (excluding any commission or bonus) during such period. For the avoidance of doubt, you will remain the Company's employee during any such period and may not carry out any work for any third party.

Effect of Termination: Upon termination of this Agreement pursuant to the section on Termination for cause set out in clause 12, you shall not be entitled to any compensation, severance pay, or indemnity whatsoever.

Policies of the Company: You are subject to the policies, procedures and rules of the Company ("**Policies**") as amended from time to time. For the avoidance of doubt, the Policies do not create contractually binding obligations on the Company, however, failure on your part to comply with the Policies may result in disciplinary action up to and including termination of your employment.

Restrictive Covenant: You will not for a period of six (6) months after the termination of your employment (without the previous consent in writing of the Company) and whether on your own account or for any other person, firm or company directly or indirectly in connection with any business similar to or in competition with the business of the Company solicit or endeavor to entice away from the Company any person, firm or company (a) who or which in the 12 months prior to the end of your employment shall have been a client or supplier of or in the habit of dealing with the Company and (b) with whom or which you had personal dealings in the course of your employment in the 12 months prior to the end of your employment.

You will not for a period of six (6) months after the termination of your employment (without the previous consent in writing of the Company), either alone or in association with others (i) solicit, or permit any organization directly or indirectly controlled by you to solicit, any employee of the Company to leave the Company, or (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by you to solicit for employment, hire or engage as an independent contractor, any person who was employed by the Company at the time of the termination or cessation of your employment with the Company; provided, that this clause (ii) shall not apply to any individual whose employment with the Company has been terminated for a period of twelve months or longer.

Data Privacy: You expressly consent to the processing (including collection, use, and local and international transmission to databases within the Company's Group or third-

party contractors storing such data on the Company's behalf) of your personal data. You may request and obtain access to your own personal data (where collected) and correct or delete such data (where appropriate). The Company's data privacy

authorization is set out in the Employee Privacy and Data Protection Notice.

Entire Agreement: This Agreement, along with the Confidentiality and Intellectual Property Agreement and the Employee Privacy and Data Protection Notice and the relocation document, constitutes the entire agreement between the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

Conditions: This Agreement shall be interpreted and given effect in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts of the state of Maharashtra with respect to the adjudication of any dispute arising hereunder. Nothing in this Agreement shall operate to exclude or limit any liability for fraud. If any term or provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired, and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

Group or Group Company: For the purposes of this Agreement, the “**Group**” or “**Group Company**” means the Company, Veritas Technologies LLC (“**Veritas**”), any subsidiary of the Company or Veritas, any holding company of the Company or Veritas and any subsidiary of such a holding company. The expressions “subsidiary” and “holding company” shall have the meanings given to them by section 4 of the Companies Act 1956.

Employment with the Company is contingent upon verification of your personal and professional references. In addition, if you agree to the foregoing terms and conditions of your employment with the Company, please indicate your acceptance by signing the acknowledgment below.

This offer is valid for 5 business days from the date of this letter.

I look forward to working with you in the future. I am sure you will find the Company a challenging and rewarding place to be.

For,

Veritas Software Technologies (India) Private Limited



Leucadia Milly Sandeep
India HR Lead - (Business Partner & Talent Acquisition)

Signature: 

Email: mayurnagre22@gmail.com