

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

Co. Reg. No.: 198000284M

www.hcltech.com

www.hcl.com

30 Mar 2020

Abhijeet Bongarde
Singapore

Via email : bongarde@gmail.com

Re.: Fixed Term Employment offer with **HCL Singapore Pte Ltd** ("Offer Letter")

Dear **Abhijeet Bongarde**,

Congratulations!

Following your interview with **HCL Singapore Pte Ltd**, ("the Company"), we are pleased to inform that you have been selected for **Contract Retainer** in our organization as **TECHNICAL LEAD** at **FT Band** on fixed term basis.

We would like you to join the Company on **27 Apr 2020**, at **Singapore** for a period of **11 Months and 16 days**.

Terms & condition of this Offer Letter are in accordance with our standard practices and are outlined in **Annexure 1**.

After successful commencement of employment, your compensation & benefits would be as outlined in **Annexure 2**, subject to the terms and conditions of the employment contract.

To accept this Offer Letter, you must sign the Offer Letter (including all Annexures), and return the signed *scanned (pdf, JPEG or any other readable format)* documents to the concerned recruitment representative at the email address mentioned below, within seven (7) days of your receipt of this Offer.

Should you require any clarification please feel free to contact **Bhavana Preet**, at **bhavana.p@hcl.com**.

This Offer Letter is circulated via electronic communication at the email addressed mentioned above and electronic signatures on the Offer Letter be as valid as the original signatures and binding in court of law.

We look forward to an exciting future, and hope that you will assist us in achieving our shared goal of being the preeminent provider of IT Services.

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

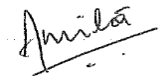
Co. Reg. No.: 198000284M

www.hcltech.com

www.hcl.com

We wish you the very best for your future endeavors at the Company!!!

For HCL Singapore Pte Ltd



Amrita Das
Vice President, Head-Global Rewards

Accepted

Abhijeet Bongarde
30 Mar 2020

ANNEXURE 1

Terms & conditions of Offer Letter

1. This fixed term employment offer with the Company is contingent upon your being able to accept employment with the Company, and to legally work in the position that you are being offered, without violating any obligations that you may have to any prior employer, third party or any law. This employment offer is also contingent upon (i) your timely signing and returning this offer letter along with all annexures; (ii) a background verification check ("BGV") that is satisfactory to the Company, (iii) your ability to document your right to work in Singapore, if asked for, and (iv) you providing list of documents and information as outlined in **Annexure 3**, on or before the date of joining as stipulated in this Offer Letter.
2. This fixed term offer of employment is subject to you agreeing to and successfully clearing our BGV process. You hereby warrant and guarantee that you have not been convicted of or pleaded guilty to any offence or crime, and you are not afflicted with any disease, physical condition, status or qualification that would cause you to fail the BGV process. By accepting this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual to the extent permitted by law.
3. You further consent to the Company to store, process and share, in and outside Singapore, electronically and otherwise, your personal data it collects in accordance with the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore in relation to this Offer Letter to any third party or associated companies, for the purpose of conducting BGV or to fulfill any legal obligations.
4. As part of accepting this employment offer, you will be required to sign the employment contract and undertaking, on the date of joining. The terms and conditions of the employment contract and undertaking are detailed in **Annexure 4 and 5** respectively.
5. Your fixed term employment with the Company will start and terms and conditions of employment contract will be binding after your commencement of employment and not before. For avoidance of doubt, your commencement of employment will begin on your successful joining the Company, subject to fulfillment of other conditions as mentioned in this Offer Letter.

ANNEXURE 2

Name : Abhijeet Bongarde
Job Title : TECHNICAL LEAD
Band : FT
Expected Date of Joining : 27 Apr 2020

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

Salary Components**	Annual Salary (In SGD)
Fixed Salary Component	
Base Salary	90000
Total Salary	90000

**** Company may on its discretion amend / revised / withdraw any of the above allowance.**

Base Salary:

You will be paid a monthly base salary, which shall be payable on the last working day of the each month. It will not be applicable for the unpaid leaves availed during each month. In case date of joining is in middle of the month, it will be paid on pro rata basis for that month.

Benefits Plan:

You will be provided the details of the benefits offered by the Company on your acceptance of this Agreement and successfully commencing work with the Company. The Company at its discretion will review all benefits provided to you. For the avoidance of doubt the Company reserves the right to change, modify or cancel any of the benefits without replacing the said benefits as it deems appropriate. Further, if the Company provides any insured benefits, the Company will reimburse you the monies only after receiving the said payment from the insurance company and/or any third party concerned under the schemes. For a detailed understanding please contact the concerned recruiter

Review of salary and benefits will be governed by the Company's policy being in force from time to time.

All payments due to you will be subject to the usual Tax & deductions as applicable

ANNEXURE 3

LIST OF DOCUMENTS TO BE PROVIDED

1. Proof of Address:
2. Identification Proof:
3. Service/experience certificate and relieving letters bearing the employee code issued by the respective organization(s) you have served in the past issued from those organization(s)
4. Mark sheet/ transcripts and convocation or degree certificate of your highest qualification (please note that the qualification should be a university accredited qualification)
5. Valid Passport
6. Recent Photograph
7. Duly filled & signed application form along with any additional specified documents to complete BGV process

ANNEXURE 4

FIXED TERM EMPLOYMENT AGREEMENT

THIS FIXED TERM EMPLOYMENT AGREEMENT (this “**Agreement**”) is between:

HCL Singapore Pte Ltd, whose principal office is at **8 Shenton Way, #33 - 03, Singapore – 068811**, (“**the Employer**” or “**the Company**”)

And

Abhijeet Bongarde of Singapore (“**the Employee**”).

WHEREAS, the Company wants to hire an individual with requisite qualification and experience on fixed term basis to Recruiter to fill the reason for such temporary requirement.

Employee is willing to work on the said fixed term assignment for the Employer and has accepted the employment offer dated **30 Mar 2020** ; and

Employer is willing to engage the Employee on the fixed term basis, subject to the terms and conditions of this Agreement;

IT IS AGREED that the Employer will employ the Employee and the Employee will work for the Employer on fixed term basis on the following terms and conditions:

The Employer and the Employee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. In this Agreement, unless indicated otherwise or the context stipulates otherwise, the following words and expressions shall have the meanings assigned hereto below:
 - 1.1. “**Company Policies**”, means the Company's policies applicable to fixed term employees, as amended from time to time, a copy of which is available at Policy portal under <http://www.myhcl.com> or any other place as kept and informed by the Company from time to time.
 - 1.2. “**Group Company**”, means HCL Technologies Ltd., a company incorporated and registered in India vide CIN L74140DL1991PLC046369, or any company which is directly or indirectly controlled by HCL Technologies Ltd., or any other company in which the Group Company has beneficial interest of not less than 20% of the issued share capital or its capital assets, including successors and assigns of the Group Company.
 - 1.3. “**Offer Letter**”, means letter dated **30 Mar 2020** , pursuant to which the Company offered the Employee the job and the Employee accepted the same.
 - 1.4. “**Reporting Manager**”, means an employee of the Company to whom the Employee will report and who will normally give day to day instructions for execution of the work.

2. This Agreement is subject to the Employee's background verification check results being to the Company's satisfaction in accordance with the applicable laws. The Employee hereby warrants and guarantees that he /she has not been convicted of or pleaded guilty to any offence or crime under any applicable law, and is not afflicted with any disease, physical condition, status or qualification that would cause him/her to fail the BGV process. Any misrepresentation in this regard or the Employee's failure to clear the BGV process in future shall give rise to the withdrawal of offer of employment, and this Agreement shall be deemed void and ineffectual.

3. Job Title and Duties

- 3.1. The Employee's position is that of **TECHNICAL LEAD, FT**, band and on commencement of employment, the Reporting Manager will discuss in detail about the role. The Employee will be required to perform the duties and obligations and comply with such instructions as may be designated by the Company and which are reasonably consistent with the job title.
- 3.2. The Employee may from time to time be required to carry out such other reasonable duties as the Employer may decide, without additional remuneration, should this be necessary to meet the needs of the business.

4. Term of employment and Probationary Period

Employment will commence from the date joining of the Employee with the Company and will end on **12 Apr 2021**. Term may be renewed for further period on mutually agreed terms and conditions and unless renewed, the employment will come to automatic termination on end date as mentioned above

First **three (03) months** will be the Probationary period of employment.

5. Working Hours

The Employee will be governed by the normal working hours as existing in the Company and stated in applicable the Company Policies.

As per business requirement of the Company, Employee may be required to work in shifts or otherwise or provide on call support, outside the regular working hours or during weekends or public holidays., Employee will be entitled for any additional remuneration as per the entitlement prescribed under law and/or applicable Company Policies.

6. Place of Work

The Employee's normal place of work will be **Singapore**, provided that the Employer reserves the right to change this to any place pursuant to **clause 20** of this Agreement.

7. Remuneration

The Employee shall be paid salary as stated in Annexure 2 of the Offer Letter, which shall be deemed to be incorporated into this Agreement, Subject to **clause 8**, the Employee's salary shall accrue from day to day and be payable monthly in arrears directly into the Employee's bank or any other mode as mutually agreed in writing.

The Employee will be eligible for reimbursement of any reasonable business related expenses like travelling, client entertainment and other similar out of pocket expenses, subject to the terms and conditions of applicable Company Policies.

8. Deductions from salary

8.1. The Employer reserves the right and the Employee irrevocably authorizes the Employer, at any time during the Employee's employment, or in any event upon termination, to deduct from the Employee's salary and/or any other monies due to the Employee, an amount not exceeding the deductible limits specified under Singapore laws for any of the following:

- 8.1.1. any overpayment of salary, remuneration or other payment made to the Employee during the course of this employment;
- 8.1.2. the amount of un-served days of notice period will be calculated on the basis of basic component of salary;
- 8.1.3. the outstanding amount of any loan or advance made by the Employer to the Employee;
- 8.1.4. any cost of repairing any damage to or loss of property of, any fines or charges imposed upon or any other loss sustained by the Employer or any third party, caused by the Employee's breach of contract or breach of the Employer's rules or as a result of the Employee's negligence or dishonesty;
- 8.1.5. cost of unreturned Company's property at the time of termination of Employment; and all such sums which the Company is entitled and authorized under the laws of Singapore to deduct as on the date of such deduction.

9. Tax and Statutory contribution

The Employer will be entitled to make necessary deductions (for taxes and any other statutory requirement) in accordance with the applicable laws before disbursement of Employee's salary.

10. Benefits

The Employee will be entitled to benefits, if any, as stated in **ANNEXURE 2** of the Offer Letter.

11. Holidays and Leaves

The Employee's annual holiday and leave entitlement (inclusive of bank and public holidays) shall be as stated in the Company Policies applicable to fixed term employees and in accordance with the applicable Singapore law. For your employment of **11 Months and 16 days**, you will be entitled for **12 days**, which is arrived at prorating the annual entitlement accordingly.

12. Collective Bargaining Agreement

There are no collective bargaining agreements which affect this Employment.

13. Absences due to sickness or injury

In the event of incapacity due to sickness or injury the Employee must advise his/her Reporting Manager not later than time to report sick as stated in the Company Policies. Employee shall be governed terms and conditions of the Company Policies for this clause. In any event, the Employee will be entitled to sickness leave and allowance of no less than that required by the applicable Singapore law.

14. Confidentiality

Unless prohibited by the law, this Agreement is being made subject to the condition that the Employee strictly maintain the confidentiality of this Agreement and not divulge or communicate in any manner, any information regarding his/her compensation and terms of employment to any persons other than his/her immediate Reporting Manager, the appropriate officials in the Human Resources department of the Company, and his/her spouse, attorney, accountant and/or financial

advisor provided that such persons agree to keep such information confidential for the benefit of the Company.

15. Grievances

If the Employee has any grievance in relation to his/her employment, he/she should raise it with Reporting Manager first in writing. If the matter is not resolved, Employee should take raise the matter in writing with the concerned HR Manager who will arrange for a formal review with responsible officials of the Company. The decision taken after such review will be final and conclusive.

16. Code of Conduct

The Employee is required to abide by the policies and work rules of the Company as per the Company Policies. The Employee is required to read the Company Policies and take all necessary steps to ensure that they are properly observed. Failure to adhere to Company Policies will result in disciplinary action, which may include dismissal, in accordance with the Company's Discipline Procedure.

17. Time Reporting & Attendance

The Employee understand and agree that he/she will be required to comply with the Company's policies concerning time reporting and attendance management, as mentioned in Company Policies

18. Discipline procedures

If the Employee is dissatisfied with a disciplinary or dismissal decision, he/she has a right to appeal as per the Company Policies. . For further details of the discipline and dismissal procedure applicable to this employment, the Employee should refer to Company Policies. This procedure is not contractual.

19. Background Checks

During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself / herself to random drug /medical testing at any time during the course of employment as permitted by law.

20. Mobility

The Employee shall also be required to work in any other place of work at the premises of the Company or its customers / business partners, within or outside Singapore as and when requested by the Company. During the overseas assignment, which also include deputation / transfer to the Group Company, the Company will facilitate all necessary immigrations permits, like business or work visa, residence permits etc., and the Employee will provide all necessary documents and information required for the said purpose. The Employee shall be governed by the terms and conditions of the deputation letter or any other letter issued in that regard, including but not limited to, his/her purpose of travel, the Employee's place of work, holidays entitlements, wage payments, effect of conclusion of his/her overseas assignments.

21. Termination of employment

21.1. During the Employee's probationary period, this Agreement may be terminated by either Party after giving **one (1) month** of notice to the other or payment in lieu thereof.

21.2. After the Employee's probationary period, this Agreement may be terminated by either Party after giving **two (2) months** of notice to the other or payment in lieu thereof.

21.3. All notices of termination shall be given in writing.

21.4. The Employer may, at its sole discretion, pay salary in lieu of notice but nothing in these terms and conditions of Employment shall prevent the Employer from terminating the Employee's employment without notice or payment in lieu in appropriate circumstances.

21.5. During any period of notice of termination (whether given by the Employee or by the Employer) the Employer may require the Employee not to attend his/her place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his/her contractual duties during that period. During the period of notice, including any garden leave, the Employee will remain an employee of the Employer and remain bound by these terms and conditions. It is agreed that the period of notice is a reasonable period for garden leave. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period of notice.

21.6. The Company may also terminate, after making adequate assessment, the employment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

- 21.6.1. is guilty of any gross misconduct affecting the business of the Company and /or any harm to any of its other employee of the Company;
- 21.6.2. commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- 21.6.3. is, in the reasonable opinion of the Company, negligent and incompetent in the performance of his/her duties;
- 21.6.4. is convicted of any criminal offence or any offence under any regulation or legislation relating to insider dealing;
- 21.6.5. ceases to hold Professional Qualification, based on which the said Employee was employed;
- 21.6.6. becomes of unsound mind or a patient under any local statute relating to mental health;
- 21.6.7. ceases to be eligible to work in Singapore;
- 21.6.8. is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company
- 21.6.9. is in breach of the Company's anti-corruption, bribery policy and anti-money laundering policy and related procedures;
- 21.6.10. is guilty of a breach of any rules issued by the Company from time to time;

21.7. The rights of the Company under this clause are without prejudice to any other rights that it might have at law to terminate the employment or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

22. Effect of Termination

On termination of the employment the Employee shall:

- 22.1. Immediately deliver to the Company all documents, books, data, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys, credit card and any other property of the Company including any car provided to the Employee, which is in his/her possession or under his/her control;

- 22.2. irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his/her possession or under his/her control outside the Company's premises;

23. Correctness of the Details Furnished

The Employee is appointed on the presumption that the particulars furnished in the Employee's application and resume are correct. In the event the said particulars are found to be incorrect or that the Employee's have concluded or withheld some other relevant facts, the Employee's appointment with the Company may be terminated/cancelled after the appropriate notice and hearing have been conducted.

24. Health and Safety

The Employer has a detailed health and safety policy a copy of which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action and, in serious cases, dismissal.

25. Equal opportunities

The Employer is an equal opportunities employer and has a detailed equal opportunities policy a copy of which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to ensure that it is properly observed. Failure to comply with the terms of the policy may result in disciplinary action and, in serious cases, dismissal

26. Alcohol and drugs abuse

The Employer has an Alcohol and Drugs Abuse Policy as a part of Code of Business Ethic and Conduct, which is available at Company Policies. The Employee is required to read the policy and take all necessary steps to comply. Failure to comply may result in disciplinary action including dismissal.

27. Indemnity

The Employee will indemnify the Employer in respect of any liability incurred by the Employer as a direct consequence of the Employee's gross negligence, intentional breach of contract.

28. Right to search

Employer expects its employees to work in ethical manner and follow the rules and procedure as prescribed. Employer expects its employees to safeguard the business interest, data and information of the Employer and its clients, promote safe working environment by observing health & safety policy. To that effect & to protect its legitimate business interest, the Employer may have to conduct search on need basis

29. Data Protection

29.1. The Employee voluntarily consents to the holding and processing of personal data provided by him/her to the Employer for all purposes relating to this employment, including but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to the Employee's fitness for work.

29.2. The Employee hereby voluntarily agree to his/her personal data being collected and the same being transferred, stored and processed by the Company in Singapore and any other countries where the Company and its Group Company have offices, in accordance with the

Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore ("**Personal Data Protection Act 2012**").

- 29.3. The Employee also consent the Company making such data available to its advisors, other agencies, such as pension providers, medical and other insurance providers, payroll administrators, background verification agencies, various regulatory authorities etc., that provide services to the Company.
- 29.4. The Employee further acknowledges and agrees that the Employer may, in the course of its duties as an employer, be required to disclose personal data relating to him/her, after the end of his/her employment.
- 29.5. The Employee shall comply with the Personal Data Protection Act 2012 when handling personal data in the course of his employment including personal data relating to any employee, customer, client, supplier or agent of the Company or any of its related corporations.

30. Notices

- 30.1. A notice given to a Party under this Agreement shall be in writing in the English language and signed by or on behalf of the Party giving it. It shall be delivered by hand or sent to the Party at the address given in this Agreement or as otherwise notified in writing to the other Party.
- 30.2. Any notice of resignation by the Employee must be triggered in exit management system which is available at <http://www.myhcl.com> or any other place as informed by the Company from time to time. If the notice is submitted by some other means by the Employee then the Employee will immediately serve notice as described above, or such notice of resignation shall not be deemed to have been given by the Employee.
- 30.3. Any such notice given pursuant to **Clause 30.1** shall be deemed to have been received:
- 30.3.1. if delivered by hand, at the time the notice is left at the address or given to the addressee;
- 30.3.2. in the case of pre-paid first class post or courier of international repute, other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.

31. Monitoring

The Employee consent to the Company monitoring and recording any use that an Employee make of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes. The Employee shall comply with any electronic communication systems policies, if any, that the Company may issue from time to time.

32. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore. The Parties irrevocably agree that the courts of **Singapore** shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. Duties

During the term of employment, the Employee shall (a) unless prevented by incapacity, devote the whole of his/her time, attention and abilities to the business of the Company; (b) diligently exercise such powers and perform such duties as may from time to time be assigned to him/her by the Company, together with such person or persons as the Company may appoint to act jointly with him/her; (c) comply with all reasonable and lawful directions given to him/her by the

Company; (d) promptly make such reports to his/her Reporting Manager in connection with the affairs of the Company on such matters and at such times as are reasonably required; (e) report his/her own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company to his/her Reporting Manager immediately on becoming aware of it; (f) use his/her best endeavours to promote, protect, develop and extend the business of the Company; and (g) comply with any rules, policies and procedures set out in the Company Policies. The Company Policies, as amended from time to time, shall form part of this Agreement. To the extent that there is any conflict between the terms of this Agreement and the Company Policies, this Agreement shall prevail.

34. Employee Warranties

The Employee represents and warrants to the Company that, by entering into this Agreement or performing any of his/her obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him /her and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he/she is in breach of any such obligations.

The Employee warrants that he /she is entitled to work in Singapore without any additional approvals and will notify the Company immediately if he/she ceases to be so entitled during the employment.

35. Entire Agreement

35.1. This Agreement and any document referred to in it constitutes the whole Agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

35.2. Each Party acknowledges that in entering into this Agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

35.3. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract

35.4. Nothing in this Agreement shall limit or exclude any liability for fraud.

36. Variation

No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

37. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

Co. Reg. No.: 198000284M

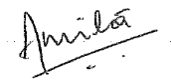
www.hcltech.com

www.hcl.com

38. Third Party Rights

No person other than a Party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore.

For **HCL Singapore Pte Ltd**



Amrita Das
Vice President, Head-Global Rewards

Accepted

Abhijeet Bongarde
30 Mar 2020

ANNEXURE 5

This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of **HCL Singapore Pte Ltd.**

As a condition of my employment and/or continued employment with **HCL Singapore Pte Ltd** (the "**Company**"), and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the followings:

1. Confidential Information:

Company Information: I shall not use, communicate or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person or entity.

Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have attached hereto, as Exhibit No. 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the

Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any all inventions, original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and remain the sole property of the Company at all times.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the

Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

3. **Conflicting Employment:** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.
4. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
5. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
6. **General Provisions Regarding Covenants**

Extension of Covenants: If I breach any of my obligations in paragraph 6, of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

7. **Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

Co. Reg. No.: 198000284M

www.hcltech.com

www.hcl.com

8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms in paragraphs 1 through 4, 6 through 8, or 10 of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of this Agreement will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.
11. This Undertaking shall be governed by **Singapore law**.

Accepted

Abhijeet Bongarde
30 Mar 2020

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

Co. Reg. No.: 198000284M

www.hcltech.com

www.hcl.com

EXHIBIT No. 1

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief	Description
-------	------	-----------------------------	-------------

_____ No inventions or improvements

_____ Additional Sheets attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

HCL SINGAPORE PTE. LTD.

(A subsidiary of HCL TECHNOLOGIES LTD.)

8 Shenton Way #33-03 Singapore 068811

Tel: +65 6273 8288 Fax: +65 6278 0648

Co. Reg. No.: 198000284M

www.hcltech.com

www.hcl.com

Acknowledgment

I accept employment offer of **HCL Singapore Pte Ltd**, (“**the Company**”) according to the terms and conditions set forth in the Offer Letter along with **Annexures 1, 2, 3, 4 & 5** dated, **30 Mar 2020** .

I understand I have the right to consult with an attorney independent from the Company regarding the terms of the Agreement, the Offer Letter along with its all annexures. I have been given the opportunity to do so, and I have done so to the degree I believe necessary.

I will not assign my rights under this Agreement and any attempted assignment will be null and void.

No representation, commitment or inducement has been made to me except as specifically set forth in the Agreement and Offer Letter, and I am not relying upon any terms other than as set forth in the Agreement and Offer Letter along with its all annexures.

I agree to the terms of the Agreement and Offer Letter along with its all annexures and freely make the statements set forth above.

Signature :

Name :

Date :