



17 May 2023

Mrs Dreksha Chaudhary
D/O: Udai Singh, 415/9, New Colony Karhera, Mohan Nagar, Ghaziabad
Ghaziabad- 201007
India

Dear Dreksha,

Offer of Employment

I am pleased to confirm your new offer of employment with Telstra Global Business Services LLP., an entity within the Telstra Group.

Please accept my congratulations on being selected. Telstra's success depends on its employees and I am sure that you will contribute to that success in your new role.

The terms and conditions applying to your employment are set out in the attached document.

Please indicate your acceptance of the terms and conditions within this offer by ticking the 'I have read and agreed to the terms of the offer' box and selecting 'I accept' in your applicant portal as soon as possible. There is no requirement for you to mail back your Employment Agreement as your acceptance will be captured electronically. This will include a record of the terms and conditions that were accepted by you.

I am excited that you are joining us and look forward to your acceptance of this offer.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Darren Fewster", with a stylized, flowing script.

Darren Fewster
Executive
Transformation, Communications and People

YOUR EMPLOYMENT AGREEMENT

This is your Employment Agreement which is made between Telstra Global Business Services LLP. and you. It sets out your terms and conditions of employment. We have defined some words in the terms and conditions: they are shown in *italic* text and you will find their meanings in the Dictionary towards the end. Schedule 1 to this agreement identifies important details that apply to your employment such as your job title, your *Start Date*, remuneration, etc. Schedule 1 forms part of your Employment Agreement and should be read in conjunction with it.

KEY DETAILS ABOUT YOUR ROLE

Start date

Your employment will start on the *Start Date* identified in Schedule 1, although this is subject to the 'Conditional offer' clause below.

Probation

Your employment will be subject to a probationary period of 6 months starting from your *Start Date*.

During the probationary period, *Telstra* will assess your ability to meet the standards and expectations of your role, taking into consideration such factors as work efficiency, attitude, relationships with your co-workers and proficiency in managing your assigned duties and responsibilities.

Role and location

Your one-up manager, and place of employment is identified in Schedule 1. We may require you to travel to other locations including in India and internationally.

Changes to your role

From time to time our business needs change. Accordingly, we may:

- change your job title, duties, accountabilities and reporting line; or
- reassign you to a role which we think you are suitably qualified and experienced to perform (either now or after training) on a permanent or temporary basis. This may be a role within *Telstra* or a role within the *Telstra Group* which we second you to perform.

If any of these things occur, this Agreement will continue to apply, unless we both agree something different in writing.

We may require you to move to another city to perform a new role, but if this occurs we will provide you with relocation assistance in accordance with *Telstra Policy*.

REMUNERATION

Your remuneration

We have set out the details of your remuneration package as at your *Start Date* in Schedule 1. The figures quoted are based on 100% of full time hours. We use a number of terms, which can be explained as follows:

- **Fixed Remuneration** – this includes your annual basic salary, Employer Provident Fund (EPF) contributions and where relevant any allowances. It will be paid into your nominated Indian bank account in 12 equal monthly installments (less any applicable deductions and contributions we are required by law to make).
- **Variable Remuneration** – you may be eligible to receive a performance based payment, which is known as Variable Remuneration. The amount shown as Variable Remuneration in Schedule 1 to this Agreement is your target incentive.

If you are eligible to receive Variable Remuneration, the eligibility, calculation and payment will be determined by the plan's rules (which we may change from time to time). Whether any amount at all is payable is at *Telstra's* discretion.

- **Total Remuneration** – this is simply Fixed Remuneration + Variable Remuneration.

From time to time we may provide you with other benefits or payments on a discretionary basis. Anything other than the items outlined above will not form part of your remuneration and may be replaced, changed or ceased at our discretion, without payment or compensation to you.

Remuneration reviews

We will review your remuneration each year, usually in October, taking into account matters such as your performance, the *Telstra Group's* performance during the preceding year and prevailing market conditions at that time.

Insurances

Telstra will provide you with insurances in accordance with *Telstra Policy*.

YOUR TIME AT WORK

Hours of work

Your standard hours of work are determined by the state statute of where your office is based. Normal working hours will typically comprise of nine (9) hours per day, exclusive of any applicable break and subject to the limit of daily working hours as prescribed by any applicable laws. *Telstra* may require you to work for extended periods, including weekends and public holidays, depending on project requirements, business needs and for conscientious and complete performance of your duties.

If you are required to work on a shift or part-time basis, your hours will be set-out in your shift and/or part-time work schedule respectively and will be communicated prior to commencement of shift and/or part-time working. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. Shift timings may be varied from time to time as per *Telstra Policy* to accommodate customer requirements and operational needs.

Any changes to be made to the above work timings or days shall be made by *Telstra* at its sole discretion and you will be notified of any changes in advance.

The way we work

You agree that you will:

- devote your time, attention and energy to performing your duties carefully and achieving your accountabilities;
- use your best endeavours to promote and enhance the *Telstra Group's* interests;
- behave in a way that is consistent with our Values, *Telstra Group* Code of Conduct and the commercial and ethical standards of your role; and

- keep your one-up manager fully informed about your performance and about any issue you become aware of that could harm the *Telstra Group's* interests.

Interests outside work

You agree not to have an interest in any outside business activities without first receiving our agreement. However, you do not need our permission to hold shares or other securities which are either publicly listed, in a private family company or otherwise available to the general public, so long as the level of your holding is not more than permitted by the *Company Policy*.

How Telstra Policy applies to you

Many of the benefits, rules and procedures that apply at *Telstra* are set out in *Telstra Policy*. You can review *Telstra Policy* on the Telstra intranet at any time upon commencement.

If you would like to access *Telstra Policy* prior to accepting this Agreement, please contact your one-upmanager to request key policies relevant to your employment.

It is important that you comply with, review and ensure you are familiar with *Telstra Policy* that may apply to you, although *Telstra Policy* does not form part of this Agreement.

TIME OFF FROM WORK

We know you will love working for us but from time to time, we all need to take a break from work. We provide a range of different leave types, including the following:

- Annual leave – you will accrue annual leave per year in line with *Telstra Policy*. You can take annual leave in accordance with *Telstra Policy*.
- Sick/casual leave – you will accrue sick/casual leave per year in line with *Telstra Policy*. You can take sick/casual leave in accordance with *Telstra Policy*.
- Maternity/paternity leave - you will be entitled to maternity/paternity leave in accordance with *Telstra Policy*.
- Other leave - you may also be entitled to other forms of paid or unpaid leave in accordance with *Telstra Policy*, as varied from time to time.
- Public holidays – public holidays observed by *Telstra* are outlined in *Telstra Policy*.

From time to time, based on our business needs, we may request that you work on your days off work. While we hope this won't occur, by entering into this agreement, you are agreeing to do so where we request.

CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

During your employment, you will have access to our *Confidential Information*, intellectual property and *Property*. You may also create things during your employment in which there are *Intellectual Property Rights*.

We need to protect these things and it's important that you follow the rules below both during your employment and after it ends.

Confidential information

You agree that you will:

- not disclose *Confidential Information* to anyone – unless you reasonably need to in order to do your job, are required to by law or we agree you can in writing before you disclose it;
- only access or use information on a need-to-know basis; that is, you will only access or use information that is necessary to do your job;
- take all reasonable precautions and use your best endeavours to keep *Confidential Information* secret and stop its unauthorised access, use or disclosure;

- not use or attempt to use *Confidential Information* in any way which will or is likely to damage us;
- tell your one-up manager immediately if you become aware of any unauthorised access, use, disclosure, or copying of *Confidential Information*; and
- tell your one-up manager immediately if you are required by law to disclose any *Confidential Information* to a third party.

You also agree that if we ask you to, you will:

- return to us *Confidential Information* which you have and which you can physically give to us; and
- destroy (in a way that means it can't be recovered) any *Confidential Information* which you control and which you cannot physically give to us.

Intellectual property

As part of your role you have a duty to invent, create, research, develop and produce things.

You agree that if *Intellectual Property Rights* exist in anything you develop or create (by yourself or with someone else) during your employment:

- you will immediately tell us about them;
- they will automatically be owned by us; and
- you will provide us with reasonable assistance to protect and enforce them.

This includes anything you develop or create:

- when performing your duties or when on business related to the *Telstra Group*, whether or not during your normal hours of work;
- while on our premises or using our equipment, systems, data or resources; or
- using our *Confidential Information* or *Intellectual Property Rights*.

If, for some reason, it is not possible for the *Intellectual Property Rights* developed or created by you during your employment to be automatically owned by us, you assign those *Intellectual Property Rights* to us. You agree that you have no further entitlement to any *Intellectual Property Rights* assigned to us, including to remuneration or royalties.

ENDING YOUR EMPLOYMENT

Ending your employment by giving notice

During your probationary period, either party can end your employment by giving four weeks' written notice to the other party (or payment of fixed remuneration in lieu).

After your probationary period, either party can end your employment by giving not less than three months' written notice to the other party (or payment of fixed remuneration in lieu).

If either of us ends your employment, we may;

- require you to remain in our employment for all or part of the notice period;
- not require you to attend for work (at all or in part) for all or part of the notice period;
- pay you in lieu of all or part of the notice period (based on your annual fixed remuneration).

Ending your employment without notice

If you materially breach this Agreement, materially breach *Telstra Policy* or any other circumstance arises which *Telstra* considers warrants it, we may end your employment summarily without notice or payment in lieu of notice.

Overpayments

If your employment ceases for whatever reason, you agree and acknowledge that we may, to the extent not prohibited by law, offset any amounts owing by you to us (or the *Telstra Group*) against any amounts otherwise payable to you

upon termination.

Return of Company Property

When your employment ends, or at any time if we ask you, you must return to us all *Company Property* in your possession or control.

RESTRICTIONS AFTER YOUR EMPLOYMENT ENDS

During your employment, you will have the opportunity to forge personal relationships with our employees, suppliers and customers. You will also obtain *Confidential Information*.

The restrictions set out below are important to us and are intended to protect us against you using these relationships or our *Confidential Information* to our disadvantage, after your employment ends. They do not apply if you obtain our prior written consent.

Part of the remuneration and benefits provided to you by *Telstra* is specifically referable to the obligations under this clause, and your agreement to this clause is an acknowledgement that this clause is fair and reasonable and goes no further than is necessary to protect the legitimate business interests and *Confidential Information* of *Telstra* and the *Telstra Group*.

You also agree that any breach of the restrictions under this part will cause us irreparable damage for which recovery of damages would be inadequate, and that we shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Not competing with us

You agree you will not during the *Restricted Period* and in the *Restricted Area* be employed by or engaged by or in (including through any body corporate, trust, partnership or entity) any *Restricted Business* to provide services which are the same as or similar to those you provided to us within the 12 months immediately before the *End Date*.

Not soliciting our employees

You agree you will not during the *Restricted Period*, either personally or by your agent or by letters, circulars, advertisements, and whether for yourself or for any other person, induce or attempt to induce any *Employee* to end his or her employment with us, whether or not that person would commit a breach of his or her contract of employment.

Not soliciting our customers

You agree you will not during the *Restricted Period*, either personally or by your agent or by letters, circulars, advertisements, and whether for yourself or for any other person, solicit or persuade any customer of ours, who was at any time during the 12 months preceding the *End Date* our customer, and with whom you had personal contact or work related dealings, to cease doing business with us or reduce the amount of business which the person would normally do with us. You also agree that you will not solicit or procure, or attempt to solicit or procure, orders for goods or services similar to those provided by us during the 12 months preceding the *End Date* from any such customers.

Not interfering with our suppliers

You agree you will not during the *Restricted Period*, either personally or by your agent or by letters, circulars, advertisements, and whether for yourself or for any other person, interfere or seek to interfere with the supply of any goods or services to us by any supplier who had at any time during the 12 months preceding the *End Date* supplied goods or services to us, nor will you interfere or seek to interfere with the continuance of such supply or the terms on which such supply has during the 12 months preceding the *End Date* been made.

THE FINE PRINT

Conditional offer

This offer is subject to two conditions:

- you obtaining and maintaining all required immigration approvals from the relevant government authorities to enable you to live and work with *Telstra* in India; and
- you passing, to *Telstra's* satisfaction, any checks we require you to carry out (including reference, background and medical checks).

If either of the above conditions are not met, this Agreement will end automatically on the day we notify you. If this occurs, you will not be entitled to any payment or compensation from us.

Entire agreement

This Agreement, including any attachments, records the agreement between us. No previous negotiations, understandings, contracts, agreements, representations, warranties, memoranda or commitments will affect the terms and conditions of your employment. No oral explanation or other information shall affect the meaning or interpretation of this document or constitute a collateral agreement between us.

You agree that the restrictions that this Agreement imposes are reasonable in scope and duration and are necessary for the protection of our *Confidential Information*. If part or all of any section of this agreement is illegal or unenforceable it will be severed from this Agreement and the remaining provisions will continue in force.

Data privacy

By entering into this Agreement, you consent to *Telstra* collecting, using and disclosing your personal information in accordance with the Telstra Group Employee and Contractor Privacy Statement, which can be requested or found on the Telstra intranet.

Governing Law

The law applicable to and governing this Agreement is the law of India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts and labour tribunals of India.

DICTIONARY

Company Property

Any property of the Telstra Group which is in your possession, custody or control, including any documents and papers (and all copies of such documents and papers) and anything on which information is recorded, including electronic media.

Confidential Information

Any of our trade secrets, technical knowledge, concepts, ideas, designs, programs, processes, procedures, discoveries (including discoveries by our employees), innovations, inventions, data bases, data surveys, customer lists or information, sales plans or marketing plans, research, software, records or any other information about the Telstra Group or any of its contractors, customers or suppliers:

- which is confidential;
- which you became aware of or generated during your employment; and
- which is not in the public domain (other than through being disclosed, directly or indirectly, by you).

End Date

The date your employment ends.

Employee

Any person who was within the 12 months preceding the End Date employed or engaged by Telstra, and with whom you had personal contact or dealings during the 12 months preceding the End Date.

Intellectual Property Rights

All current and future rights in respect of copyright, trade marks, patents, designs, Confidential Information, trade secrets, know how, manners of manufacture, domain names, formulas, inventions, databases, get up and all other rights generally falling within the scope of this term whether arising by common law, equity or statute. It also includes any right to apply for registration under a statute in respect of such rights.

Restricted Area

India, Australia, or any other country in which you had work related dealings during the 12 months preceding the End Date.

Restricted Business

Any business that competes with Telstra either during the period of 12 months preceding the End Date or during the Restricted Period (or both).

Restricted Period

The period as identified in Schedule 1 starting on the End Date.

Start Date

The date your employment starts.

Telstra (also we/us/our)

Telstra Global Business Services LLP.

Telstra Group

The Telstra Group of companies and, unless otherwise specified, includes Telstra, any holding company of Telstra, any subsidiary of Telstra and any holding company of such subsidiary, its business units or functional divisions, its related bodies corporate or entities in which Telstra has any shareholding of any kind.

The expressions "subsidiary" and "holding company" shall mean any subsidiary or holding company whether or not incorporated in India or elsewhere and includes any subsidiary or holding company as those expressions are defined in

the Corporations Act 2001 in Australia. Any reference to a "Group Company" in this Agreement shall mean any company in the Telstra Group.

Telstra Policy

The policies, procedures, business rules and processes of Telstra, its business units or functional divisions, as varied or added to from time to time, including any applicable Telstra Group policies.

SCHEDULE 1

Employer Name and Details

Telstra Global Business Services LLP.

Full Name and Residential Address

Mrs Dreksa Chaudhary
D/O: Udai Singh, 415/9, New Colony Karhera, Mohan Nagar, Ghaziabad
Ghaziabad- 201007
India

Employee Number (where applicable)

TBC

Start Date

22 May 2023

Business Title

Network Engineering - Engineer

Manager Name

Monami Mukherjee, Network Engineering and Planning - Senior Lead

Location

Embassy Tech Village 5th – 8th Floor Primrose 7B Devarabisanahalli
Bellandur Outer Ring Road Bengaluru- 560103
India

or elsewhere as reasonably directed

Hours

BANGALORE

9 hours per day or up to 48 hours per week (excludes periods of rest)

Fixed Remuneration

2,700,000INR per annum

Base/Basic

1,215,000INR per annum

EPF

145,800 INR per annum

Flexi Benefit Package

1,339,200INR per annum

Target Incentive

6.0% of Fixed Remuneration

Variable Remuneration

162,000INR

Restricted Period

The period of 2 months

Notes:

- Remuneration is calculated on 100% of full time hours.
- If you are engaged to perform scheduled work or shiftwork, your ordinary hours of work will be averaged over the cycle of the work scheduling period.
- Schedule 1 sets out the details of your employment and may be varied from time to time in accordance with the requirement of applicable law, the terms of your Agreement and/or any special terms and conditions notified to you.