

Dinesh Dilli
Bangalore
India.

OFFER LETTER

Date: 05-09-2024

Dear Dinesh Dilli,

We have pleasure in offering you a position as **“Lead Consultant”** in our Atos Group Company at **“Bangalore”**, with effect from your date of joining. Please note that if you do not join on or before **“16-September-2024”**, this offer will be treated as withdrawn.

- 1) You will receive a Base Salary (Basic + Basket of Allowance (BOA)) Rs. **164826**(One Lakh Sixty Four Thousand Eight Hundred Twenty Six) per month. breakup has been detailed out later in the offer letter.
- 2) Atos reserve rights to confirm the employing entity whereby you will require to join. This offer is subject to your joining in any Atos Group entity which shall be specified to you on or before your date of joining. Accordingly, you are required to complete the formalities as required by the employing entity.
- 3) You will be on probation for an initial period of six months from the date of appointment. Thereupon, you will be a deemed confirmed permanent employee of the Company unless and until specifically informed on extension of your probation period in writing (E Mail/Letter) by your Manager/Company.
- 4) Your services are transferable to any department, unit or location in India or abroad, in any Atos India or Atos SE Group entity or its subsidiary or affiliate or associate concern, or at the client's site, as deemed necessary by the Company, at its discretion
- 5) The age of retirement from the Company's service normally is 60 years subject to service regulations and statute guidelines. However, the Company shall have absolute discretion to retire you at the age of 58 years. For the purpose of determining this, the age recorded with the Company at the time of appointment shall be considered as final and conclusive.
- 6) The other terms and conditions are detailed in the attached “Conditions of Service”
- 7) You will at all times during your employment devote your entire time and attention to the business of the Company or any of its associates, branches or offices, within India and abroad, to which you may be posted by the Management.
- 8) You will not be entitled to accept, whether directly or indirectly, any part-time occupation or other job or business of any kind whatsoever, as long as you are in the employment of this Company.
- 9) This appointment is offered on the basis of your having furnished to the Company, accurate information, regarding your age, education, qualifications, experience and other records. If at any time it is revealed that employment has been obtained by furnishing false information or by withholding relevant information, the Company will be free to terminate your services at any time without notice.
- 10) During the period of your employment and thereafter, you will not divulge any trade secrets, company secrets, confidential information, business strategies/plans, to any third party, (other than to the Directors of Company or their authorised representatives) including your salary, increments and emoluments, any knowledge obtained by you concerning the business of the Company / customers, whether relating to administration, accounting, research, development, production, manufacturing methods, agreements, customers, suppliers, patent matters or other relevant matters. You shall maintain utmost confidentiality of the Confidential Information which you had gained access to and shall not breach the confidentiality requirements laid down by the Company. This also covers any and all industrial and intellectual property rights, such as, without limitation, inventions, patent, copyrights, designs, diagrams, drawings, computer software, programs, systems, structures, architectures etc. belonging to Atos and/or made or originated during the duration of any customer project and twelve months thereafter and falling within the scope of the customer activity will be the property of the Company / customer.
- 11) You agree to promptly disclose to Company all ideas, discoveries, inventions, improvements, software, writings and developments that may be authored, conceived, developed or reduced to practice by you either solely or jointly with others during the term of your employment under these circumstances:

- a) during your working hours, or
 - b) at company's expenses, or
 - c) using any or Company's materials or facilities, or
 - d) That relates to the business of Company or to the research or development of the Company (hereinafter "Company Intellectual Property").
- 12) Please note that Atos has a 'Non-solicitation' clause as a standard term in the contracts with all its Customers.
- You will not during the applicability of the 'Non-Solicitation' clause referred above between Atos and its customers, seek or take up directly or indirectly or through any other entity, any part time or full time job or assignments or work as an Advisor with any units of customer companies of Atos or subsidiaries or associate companies of such customer companies during your employment or for a period of 6 months thereafter.
- 13) You hereby agree that for a period of 12 months following termination of your employment you will not directly or indirectly whether on your own account or jointly in association with or on behalf of any third party:
- a) Solicit, canvas or endeavour to obtain business relating to information technology and related services - from any company, person, firm or corporation who or which was a client or customer or potential client of any Group company at the date of termination of your employment and with whom or which you were in the habit of dealing in the 12 months preceding termination of your employment;
 - b) Accept orders or business relating to information technology services from any company, person, firm or corporation who or which was a client or customer or potential client of any Group company at the date of termination of your employment and with whom or which you were in the habit of dealing in the 12 months preceding termination of your employment;
 - c) Solicit or entice away or procure employment for, or endeavour to solicit or entice away or procure employment for, any individual employed in an executive, managerial, senior technical or sales capacity by any Group company at the date of termination of your employment and with whom you had material contact by virtue of your employment;
 - d) Use, recollect or seek to duplicate any customer base or subscription base used by any Group company.
- 14) You will be governed by the code of conduct; discipline, rules and regulations as laid down by the Company from time to time and these will be deemed to form an integral part of this contract of employment. You will be required to sign the 'Code of Ethics' on the time of joining.
- 15) Upon termination of your employment, you will return to the Company all papers and documents which may at that time be in your possession, relating to the business or affairs of the Company or any of its associates or branches and you will not retain any copies or extracts there from.
- 16) It will be your personal responsibility to obtain the following within 3 months' of joining:
- (a) Valid Driving Licence for driving a light motor vehicle in India.
 - (b) Obtain a valid Passport from R.P. Office, Government of India.
- 17) Please note that that this appointment is subject to clearance of the following:
- a) Background Verification – Your appointment is conditional upon completion of satisfactory reference and background checks (education, employment history & other details furnished by you in your application). In case any information given by you is found to be false or incorrect at any point in time of your employment, the appointment would be deemed void-ab-initio and liable for termination without notice or salary in lieu thereof.
- If you are agreeable to the aforesaid terms and conditions, please return the duplicate of this letter duly signed.
- We have pleasure, in welcoming you to our organisation, and we sincerely hope that, this appointment will be of mutual benefit.

Yours truly,
For Atos Global IT Solutions and Services Private Limited



Nasir Usman Shaikh
Senior Vice President - HR

Signature: _____

Date: _____

Annexure I

Name	:	Dinesh Dilli
Designation	:	Lead Consultant
GCM Level	:	6
Expected DOJ	:	16-September-2024
Joining Location	:	Bangalore

<u>Component</u>	<u>Amount (INR)</u>
Basic	72917
Basket of Allowance (BOA)	91909
Monthly Gross	164826
Annual Gross (A)	1977912
Provident Fund	105000
Gratuity	42088
Retirals (B)	147088
(A+B)	2125000
Performance Pay	375000
Variable Pay* (C)	375000
<u>CTC (A+B+C)</u>	2500000

All figures are in INR

*** Probable for the year on pro-rata basis.**

In addition to the above,

- **You will be eligible for Group Mediclaim, Group Personal Accident Insurance and Group Term Life Insurance as per the prevailing company policy.**
- **You will be eligible for shift allowance if you work in rotating shifts under the 24X7 environment, as applicable.**