

# HORTONWORKS INDIA LIMITED

30 December 2019

**Kartik Agarwal**

Phase 2, B-08 Tanvi Residency,  
Anugraha Layout, Bilekahalli,  
Ramanashree Enclave,  
560076, Bengaluru, Karnataka,  
India

**Dear Kartik,**

On behalf of **Hortonworks Data Platform India Limited** ("Cloudera India"), an indirect subsidiary company of Cloudera, Inc., we are very pleased to offer you the position of **Customer Operations Engineer** based in Bengaluru, India. Cloudera, Inc. and its subsidiaries, including Cloudera India, are collectively referred to as "Cloudera".

We extend this offer, and the opportunity it represents, with great confidence in your abilities. We are very excited by the prospect of working with you and your being a part of this extremely interesting and promising venture.

Your Total Annual Compensation package of **Rs. 11,73,092** break up provided in **Annexure-A** and which will be subject to statutory deductions. You will be eligible for a variable remuneration of **Rs. 52,500** payable upon completion of the financial year subject. This payout is subject to both Cloudera as well as you meeting the targets for the year, and your being on the rolls of the organization at the time of disbursement.

It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with Cloudera. We mutually agree to a start date of **10 February 2020**.

Please sign in the space provided below indicating your acceptance of our offer and mail the duplicate copy of the duly signed offer letter to us by **3 January 2020** after which period this offer shall lapse automatically.

We look forward to your joining our team.

**For Cloudera India**



Marty Cole  
Chairman of the Board

### Acceptance

I hereby accept the position and shall join the Company on **10 February 2020**. I shall provide the documents, requested for in Annexure A, for your records on **10 February 2020**.

**Name: Kartik Agarwal**

**Signature:**

**Date:**

DocuSigned by:  
*Kartik Agarwal*  
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**Kartik Agarwal**

Phase 2, B-08 Tanvi Residency,  
Anugraha Layout, Bilekahalli,  
Ramanashree Enclave,  
560076, Bengaluru, Karnataka,  
India

## Annexure A Salary Breakup

**Name: Kartik Agarwal**  
**Designation: Customer Operations Engineer**

Details	Per Month	Per Annum
Basic Salary	35,000	4,20,000
House Rent Allowance	14,000	1,68,000
Conveyance/Transport Allowance	1,600	19,200
Medical Reimbursement	1,250	15,000
Telephone Connectivity and Allowance	1,500	18,000
Leave Travel Allowance	4,000	48,000
Lunch Allowance	2,750	33,000
Special Allowance	27,400	3,28,800
<b>Fixed Compensation Total</b>	<b>87,500</b>	<b>10,50,000</b>
Employers Contribution to PF	4,200	50,400
Employers Contribution to Gratuity		20,192
<b>Variable Compensation</b>		<b>52,500</b>
<b>Total Annual Compensation (TAC)</b>	<b>91,700</b>	<b>11,73,092</b>

Basic is a fully taxable component and is used as the base to compute other salary components such as HRA & PF.

House Rent Allowance ("HRA") is fixed at 40% of Basic. As per Income Tax norms HRA is meant to pay for the rent towards residential accommodation. Exemption from tax is computed with reference to the actual rent paid by the employee towards the accommodation. Rent paid in excess of 10% of the Basic, subject to a maximum ceiling of HRA actually received would be non-taxable.

Conveyance Allowance up to INR 1600/- per month is tax exempt in the hands of employee.

Medical Reimbursement will be paid on a monthly basis. Bills towards routine medical expenses for you as well as your immediate dependents should be submitted failing which the amount will attract appropriate tax. The taxation rules provide for a maximum deduction of INR 15,000/- per annum with respect to medical expenses reimbursed to an employee by his employer.

Leave Travel Allowance, will be paid on a monthly basis as an allowance with tax deducted at source should you choose not to avail the tax benefit of fare reimbursement. In case you opt for the fare reimbursement facility to claim tax benefit, you will have to complete the LTA Fare Utilization Form available with the Accounts team indicating your likely journey dates. The taxability or otherwise of LTA will be as per the Indian Income Tax Act, details of which will form part of the LTA Fare Utilization Form. Leave Travel Concession would be tax exempt subject to certain conditions – Leave Travel twice in a block of four years; expenditure is restricted to self and immediate family; mode of travel will be limited to II AC Rail or Economy Air within India only

The balance, after computing the above "Heads"(Sl#1 to 7), and deducted from the Fixed Compensation is allocated to Special Allowance, which is disbursed on a monthly basis and is a fully taxable component.

All bills will have to be submitted, on a quarterly basis, by the 15th of the month following the end of each quarter i.e. July 15th for the 1st Quarter, October 15th for the 2nd Quarter and January 15th for the 3rd Quarter and March 15th for the last Quarter of the Indian Financial Year. Submission of false, tampered or altered bills as proof of expense for any of the above reimbursement components will be construed as serious violation of company values, ethics and norms.

The above incentive amount (Variable Compensation) may vary depending on yours and the company's performance. You would be entitled to this incentive subject to being active on the rolls of the company at the time of disbursement in April. The incentive (Variable Compensation) will not be processed on a pro-rata basis in case of service termination for any reason on or before disbursement time.

Cloudera India provides for Hospitalization cover for the employee and immediate family (spouse, children and Parents) and also for 24-hr Personal Accident Insurance for the employee only. The details of this benefit will be provided to you at the time of joining.

Gratuity is a statutory component and is payable only upon the employee completing 5 years of continuous service with Cloudera India, as per the requirements of the Payment of Gratuity Act, 1972. The amount is tax-exempt up to Rs. 10,00,000, when disbursed to the employee.

Provident Fund contribution is a 'defined contribution plan'. Contribution by the employer and employee contribution is 12% of Basic. The total sum is remitted to the Government of India Provident Fund. The interest on accumulated balances is also tax exempt.

The Income Tax Act as prevailing at the time of employment will govern your personal Taxation and the Company will deduct Income Tax at source. You will be responsible to declare your potential Income and savings as per Company Practice to determine your personal Tax liability and declare actual Total Personal Income to the Income Tax Authorities at the time of filing your individual Income Tax Returns for the year

**For Cloudera, India**



**Marty Cole**  
**Chairman of the Board**

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kA

## **APPENDIX**

By signing the letter to which this appendix is attached, you agree to the additional terms and conditions set forth in this appendix. Capitalized terms used in this appendix shall have the meaning ascribed to such terms in the letter.

***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this letter and any other Award grant materials ("Data") by and among, as applicable, your employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

***You understand that the Company and your employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.***

***You understand that Data will be transferred to the Company's designated broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, the designated broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with your employer will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you RSUs, options or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.***