

28 December 2020

Harish Gumudavelly
E Code: 51755428
HCL Technologies Ltd.
India

Subject: SECONDMENT TO HCL Technologies Lanka (Private) Limited

Dear Harish Gumudavelly,

HCL Technologies Lanka (Private) Limited here after referred as “**HCLT Lanka**” takes immense pleasure on your selection for secondment and heartily welcomes you on board.

We would like to congratulate you on being part of the founding member to start the operation in our new HCL business entity. We would also like to inform you that you have been Promoted to E2.2 effective 01 March 2021.

During your period of secondment you will remain an employee of the HCL company which is your current employer (**HCL Technologies Ltd**). **HCLT Lanka** will pay your salary and other benefits on behalf of your Home Employer. When your secondment ends, you will return to your duties with your Home Employer unless further seconded elsewhere.

Your Secondment start date in **Colombo** is subject to your work visa approval by the immigration authorities of Sri Lanka , unless terminated in accordance with this letter of offer (**Agreement**) the period of the Secondment will be from **01 March 2021 to 01 March 2022**.

In your current title as Senior Technical Lead, E2.2, you shall perform duties as per organization norms and work exclusively for HCLT Lanka unless otherwise agreed in writing

You will be paid annual remuneration of **LKR 3,146,192** and the other benefits explained in this letter, during the secondment period. While on secondment to **Sri Lanka**, you will cease receiving the salary when working directly for your Home Employer in your home jurisdiction. In addition, any other claims/entitlements to which you were entitled in the jurisdiction of your Home Employer will cease to be provided by your Home Employer. Subject to local laws in the jurisdiction of your Home Employer, you will not lose these claims/entitlements but they will not apply in **Sri Lanka** during your secondment except as provided in this agreement.

Kindly refer to Annexure A for compensation details and Annexure B for terms & conditions plus applicable benefits applicable during your secondment with HCLT Lanka. You will be entitled for One-time Project allowance, please refer to Annexure C for terms & conditions.

This Agreement may be circulated via electronic communication and electronic signatures on this Agreement will be as valid as the original signatures and binding in court of law. If you have any questions regarding this

letter, please reach out to your respective HR Partner as mentioned in ESS home page or write to hrhelpdesk@hcl.com. Mails sent to signatory will not be acknowledged.

HCLT Lanka wishes you the very best for your future endeavours at HCL!!!

A handwritten signature in black ink, appearing to read 'Amrita', with a horizontal line drawn underneath it.

Amrita Das
Vice President, Head-Global Rewards

ANNEXURE A

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

Annexure 1	
REWARDS PLAN	
Entity	CSW
Designation	Senior Technical Lead
Sub Band	E2.2
Monthly Components (in LKR)	
Base Salary	158,489
Meal Allowance	36,575
Transportation Allowance	48,766
TOTAL: Monthly	243,830
TOTAL: Monthly Components : Annualized (A)	2,925,960
Variable Components (in LKR) Annual	
Engagement Performance Bonus (EPB)	220,232
TOTAL: Variable Components (B)	220,232
Annual Remuneration (A) + (B)	3,146,192
Medical & Risk Insurance - Employer Contribution (in LKR) (C)	Premium (p.a.)
Medical Insurance	36,000
Risk Insurance	9,224
Retirals (in LKR) - Employer Contribution (in LKR) (D)	Amount p.a.
Employer Provident Fund	351,116
Employee Trust Fund	87,779
Gratuity	20,320
TOTAL : Retirals	459,215
Cost to the Company (A+B+C+D)	3,650,631
Medical & Risk Insurance - Benefits Details (in LKR)	Max Sub limits (p.a.)
Inpatient Medical Insurance	200,000
Outpatient Medical Insurance	20,000
Life Insurance	3,803,736
Max Personal Accident	3,803,736
Max Critical Illness	1,901,868
Max Disability	3,803,736
<p>1. All salary components are governed by the company policies and statutory guidelines.</p> <p>2. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.</p> <p>3. Any personal tax liability arising out of compensation will be borne solely by the employee.</p> <p>4. Gratuity will be payable as per Act and the applicable amount will be calculated at the time of leaving the company depending on the last drawn consolidated salary. Eligibility of gratuity is after completion of 5 years in the company. The gratuity amount shown in the salary annexure is based on the consolidated salary as mentioned in the offer letter and is the indication of the annual benefit. Each year this amount will be based on the last consolidated salary.</p> <p>5. Medical Insurance premium is dependent of your marital / family status.</p> <p>6. Risk Insurance includes Life Insurance, Personal Accident, Critical Illness and Disability - Partial or Total.</p> <p>7. Medical & Risk Insurance Benefits section only provides the overview of sum insured however, there are sub limits basis on the treatment type/category.</p> <p>8. Medical and Risk Insurance Premium and the Retirals amount mentioned in the Annexure are Employer contribution and are over and above the annual remuneration</p>	

Note – Salary is computed taking into account and includes payment for rendering service on poya holidays which fall on general work days’

You will be entitled for One-time Project allowance, please refer to Annexure C for more details.

Description of Salary components:

- **Base salary** – The Base Salary will be paid to you in 12 equal monthly instalments. 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 the joining month.
- **Meal allowance** – Will be paid to you in 12 equal monthly instalments. 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 the joining month.
- **Transportation Allowance** – Will be paid to you in 12 equal monthly instalments. 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 the joining month.
- **Engagement Performance Bonus (EPB)** – EPB is a variable bonus and is payable quarterly in accordance with the bonus plan for your function (sales / delivery/functional support) as applicable at that time. It will be paid in accordance with the company’s bonus policy (sales / delivery / functional support).

The amount mentioned in your letter is the total annual earning potential. Bonus is completely variable and does not guarantee a minimum payment. The pay-out of bonus is at the sole discretion of the company and may be amended in whole or in part or be terminated by the company at any point of time.

Bonus pay-out for an individual is based on his individual rating which is derived from the performance of the respective Line of business against the targets & YOY growth of the LOB. The pay-out percentage can vary across service lines based on their respective target achievement and the individual’s rating.

- **Benefits** – You will be provided with the detail of the benefits offered by the Company on your acceptance of this Agreement and successfully commencing work with the Company. You will be eligible for all benefits as per the Company Policy applicable to you.

All the benefits in your salary/compensation shall be governed as per company, statutory guidelines and taxes as applicable.

The salary will be credited to the respective employee account on the last working day of every month.

Upon separation **HCL Technologies Lanka (Private) Limited** may make deductions from your final salary settlement in respect to any money owed to **HCL Technologies Lanka (Private) Limited**.

ANNEXURE B

This Annexure lays down the terms and conditions of secondment to HCLT Lanka and is a legally binding document.

Settlement Allowance & Travel Advance: Settlement allowance & Travel Advance will be governed as per the norms defined in the International Relocation policy available at Policies Hub.

Taxability: You will be liable for paying all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns.

Hours of Work: The Employee will be governed by the normal working hours as existing in the Company and stated in applicable Company Policies. The Employee may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs.

Time Booking & Attendance Management: You will be required to comply with **HCLT Lanka** processes defined from time to time towards time booking and attendance management. The details of this be accessible to you on policies hub hosted on myhcl.in. **HCLT Lanka** reserves the right to deduct pay, after giving sufficient notice to you, as per the company rules, in case of non-compliance to the above process. You will have the right to regularise the deduction as per the process and timelines defined from time to time, in cases of genuine reasons for inability to comply with the process.

Medical Health / Travel Insurance Coverage: You & your dependent non-working spouse and children will be covered by Company's medical health /travel insurance scheme, as per prevalent company policy. The details are elucidated in Company's policy portal Policies Hub or contact your local HR representative.

Prior to your secondment to **Sri Lanka**, you will be required to undergo medical clearances as applicable to comply with the **Sri Lanka** immigration requirements. On arriving in **Sri Lanka** you are advised to complete the joining formalities providing all details as required in the joining form to ensure your / your family's inclusion in the medical insurance scheme.

Medical Insurance will not be applicable /stand withdrawn in case your VISA Status changes to Resident visa/Citizen.

Health & Safety: Both HCLT Lanka and you will comply with your respective obligations under the Health and Safety. This includes HCLT Lanka taking all practicable steps to provide you with a healthy and safe working environment. You shall comply with all directions and instructions from HCLT Lanka regarding health and safety and shall also take all reasonable steps to ensure that in the performance of your work you do not undermine your own health and safety or the health and safety of any other person.

Self/Family Travel Expenses: **HCLT Lanka** will bear the expenses of your visa and your travel to **Sri Lanka** from your country of current residence. The full Travel Cost will be recoverable in case you voluntarily resign before completion of **six** months during your stay in Sri Lanka.

Leave/Holiday Entitlements: The leave balance at the time of secondment from your home employer will be maintained at the same level. The following entitlements apply, and will be provided by **HCLT Lanka**, during the period of your secondment.

Annual Leave: You will be entitled to leaves and holidays as per HCLT Lanka leave and holiday policies, as amended from time to time.

Public Holidays: You will be entitled to the public holidays during each year of your secondment if they fall on a day on which you normally work.

The company may require you to work on a public holiday if the holiday falls on a day on which you normally work. Where this is required or agreed to by the Company, the you will be paid in accordance with the Company Policies.

On your re-joining your Home Employer, your previous leave balance will be activated.

Confidentiality: This offer is being made subject to the condition that you strictly maintain the secrecy of and not divulge or communicate in any manner; any information regarding your remuneration/terms of employment or the fees **HCLT Lanka** charges its customers, to any persons other than your immediate supervisor or concerned HR at **HCLT Lanka**. Any such disclosure would cause this offer to be revoked.

As part of your secondment with **HCLT Lanka** you will acquire or develop confidential and proprietary information concerning **HCLT Lanka** and its dealings with its customers and employees. You will also develop relationships of special trust and confidence with **Sri Lanka** customers and employees (collectively 'Confidential Matter').

You agree that such Confidential Matter is for company's exclusive benefit and that both during your secondment and at all times thereafter; you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit or with the written consent of **HCLT Lanka**.

Grievances: If you have any problems in relation to your employment with the Company, you should raise these with your Reporting Manager. 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

Intellectual Property: You agree to tell **HCLT Lanka** and your Home Employer about any intellectual property which you make, discover or develop which is related in any way to **HCLT Lanka** business or the business of its related companies or affiliates. This includes intellectual property made, discovered or developed while you are seconded to **HCLT Lanka**, or after you have finished the secondment if it is based on something you worked on or became aware of while seconded to it, or by using its confidential information. Your Home Employer or such other entity as it nominates owns all such intellectual property. This agreement operates as a future assignment of all intellectual property capable of such assignment to your Home Employer or such other entity as it nominates. Intellectual property includes any information, data, design, software, secret process, business method, procedure or improvement, and other non-physical property. Your obligations regarding intellectual property continue to apply after the secondment ends.

Immigration Compliance: Your sponsorship to **HCLT Lanka** is subject to immigration norms compliance as laid down by Immigration authorities from time to time and as binding on you during and / or as is existing at the time of your secondment. **HCL** will not be liable for any penalties / liabilities arising in the event of non-compliance by you with immigration norms.

Duration and Termination of Assignment: The duration of this secondment is likely to be **12 Months**; however, this is subject to project requirements & **Sri Lanka** immigration norms. **HCLT Lanka** or your Home Employer may at their discretion terminate your secondment at any time. During the period of your stay in **Sri Lanka** you will be governed by the policies, rules and regulations as applicable to **HCL Technologies** in **Sri Lanka**. You will be

required to resume your employment with your Home Employer **HCL Technologies Ltd** at the end of your assignment .

In case of termination from HCLT Lanka before completion of secondment period/duration, this Agreement may be terminated by either Party after giving **3 months** written notice to the other in accordance with the Company Policies.

Transferability: Your services as a secondee may be transferred to any related company or affiliate (either in existence or to be formed later) of **HCLT Lanka**, either within or outside **Sri Lanka**. Upon transfer you shall be governed by the compensation policy, rules and regulations, applicable to your category, within the transferee company however you will remain an employee of your Home Employer. Your refusal or inability to accept transfer will be construed as a violation of this agreement/ work rules with **HCLT Lanka**

While on secondment to **HCLT Lanka** and posted to the customer site, you will be governed by policies of **HCLT Lanka** and will be required to follow the customers' rules and regulations including holidays, working hours, lunch timings etc.

During your secondment to **HCLT Lanka** the rules and regulations of **HCLT Lanka** will govern you. All terms and conditions of service with your Home Employer are still valid, except for the terms and conditions mentioned in this letter. You will be fully governed by the rules and code of conduct framed by **HCLT Lanka** and amended from time to time.

Non-Competition & Non Solicitation: During the term of your employment and for a period of one (1) year thereafter, you agree not to directly or indirectly engage in, be connected with (as an employee or in any other capacity) or have an interest in any business which competes with HCLT Lanka or its related companies. You also agree that you will not (as an employee or in any other capacity) in connection with a business which competes with HCLT Lanka or its related companies:

- Canvass or solicit any customer or supplier of HCLT Lanka or its related companies, or the customer's end-user customer (in the case of a consulting or placement organisation).
- Accept business or work from any customer of HCLT Lanka or its related companies, or the customer's end-user customer (in the case of a consulting or placement organisation).
- Induce or attempt to induce any employee, agent, officer or consultant of HCLT Lanka or its related companies to end their employment, appointment or engagement or to become employed, appointed or engaged in a competing business.
- Carry out any work of the type covered by this agreement for any former or current client of HCLT Lanka or its related companies with whom you have had an indirect or direct involvement while seconded to us.
- Procure or assist anyone else to do any of these things.

The above mentioned clause applies only in **Sri Lanka**.

The above restraints are separate from one another. If any of them is unenforceable, the rest are not affected. You recognise that these restraints are reasonable for the protection of Company's business. You also recognise that you have received reasonable consideration for these restraints.

HCLT Lanka Enforcement, Applicable Law, Choice of Courts: You agree and/or acknowledge that:

- a) This Agreement varies your employment contract or agreement with your Home Employer for the duration of your secondment. **HCLT Lanka** acts as agent for your Home Employer to agree such variation.
- b) Your employment with your Home Employer is governed by the law of the jurisdiction in which your Home Employer has its principal place of business and all issues arising out of or relating to that employment shall be dealt with by the Courts of that jurisdiction.

The provisions of this agreement relating to Confidentiality, Intellectual Property and Non-Competition and Non Solicitation are enforceable by **HCLT Lanka** in the District Court or High Court of Sri Lanka under **Sri Lanka**' law. These and other provisions of this agreement as appropriate are enforceable by **HCLT Lanka**.

If you have a problem in relation to your secondment and after your extension, you should first raise the problem with your Home Employer and attempt in good faith to resolve it through discussions with the Company. If the matter cannot be resolved through such discussions you may request for mediation assistance from Mediation Service of the Ministry of Business, Innovation & Employment in **Sri Lanka** and if the problem cannot be resolved through mediation assistance, the matter may be filed with the Employment Relations Authority.

Data Protection

The Employee consents to the Company processing and transferring any personal and sensitive data relating to the Employee in particular to and in India and any other country in which the Company and its Associated Companies have offices which is provided by the Employee in the course of his or her recruitment and employment for the purposes of employee-related administration, education and training, management and evaluation of employees, processing the Employee's personnel file, processing the Employee's personal and sensitive data for the purposes of providing data to external suppliers who provide services to the Company in relation to company accounts, administration (including, without limitation, payroll), education and training and management and evaluation of employees, legal compliance and risk management, the Company's business-related purposes, and to administer the Employee's chosen benefits solely for the purpose of providing the Employee with those benefits.

The Employee further consents to the Company transferring any of the Employee's personal and sensitive data to external suppliers who provide services to the Company in relation to such purposes, and to any Related Corporation around the world for the same purposes or in order that such data may be stored.

In addition the Employee consents to the Company disclosing the Employee's personal data, to the extent that it is required for the purposes of performing his or her job to clients, potential clients, suppliers and other third parties that the Employee may have reason to be in contact with in pursuance of his/her job.

It is essential that the Employee's personal records are accurate and kept up to date. It is the Employee's responsibility to notify the HR and Payroll Departments of any changes and to personally update his or her details via Employee Self-Service ("ESS") in the myHCL Portal.

Miscellaneous: This agreement supersedes and incorporates all oral and written agreements and understandings between you, **HCLT Lanka** and your Home Employer and contains the entire agreement between you, **HCLT Lanka** and your Home Employer regarding your secondment with **HCLT Lanka**. This agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any condition or of any breach or a waiver of any other condition or breach of this letter agreement.

ANNEXURE C

Transition Allowance

Dear **Harish Gumudavelly (51755428)**

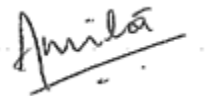
We wish to inform that you are eligible for a One time Project allowance of LKR 339,818 which will be paid to you on completion of 12 months in HCL Lanka as per below defined grid.

Terms and Conditions

1. Transition Allowance will be paid for the first 3 years.
2. Any employee who gets transferred to HCL Sri Lanka on or before Sep 30, 2021 will be eligible for Transition Allowance.
3. Payout of this amount is subject to the employees active employment status on the roles of the organization.
4. The applicable taxes arises due to the above pay-out amount will be borne by the employee.
5. To be paid in the subsequent payroll of completion of every 12 months from DOJ HCL Sri Lanka i.e. will be paid in the subsequent month payroll of the completion of 12th month, 24th month and 36th month of tenure from your date of joining HCL Sri Lanka.
6. You shall not be eligible for this amount:
 - In case of initiation of intent to separate raised before the pay-out amount.
 - In case of movement to any other geo or return to home country due to any reason before the pay-out amount.
 - In case HCL (all entities inclusive) decides to terminate you in lieu of code of conduct
7. Transition Allowance will not be paid on pro rata basis if the employee leaves HCL Sri Lanka in the middle of the year.

We look forward to your continued contribution in all spheres of activity in the organization, as we together scale to greater heights. Thanks for your individual efforts and personal commitment. We look forward to your greater contributions in the coming years.

Regards,



Amrita Das
Vice President, Head-Global Rewards