



May 6, 2024

IBM India Private Limited  
Manyata Embassy Business Park,  
G2 Block, Nagwara Outer Ring Road,  
Bangalore – 560045, India.  
Tel : 91-80-49139999  
<http://www-07.ibm.com/in/careers/>

Dear Manish Kumar,

Pursuant to the proposed acquisition of StreamSets and webMethods Platforms from Software AG by International Business Machines Corporation (“IBM”, which term includes its subsidiaries and affiliates, including IBM India Private Limited as appropriate), and subject to the successful conclusion of such proposed acquisition, we are pleased to offer you the position of Software Development Manager, in band 8 at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits, as well as the specific terms and conditions of our offer of employment.

Your Date of Joining (DOJ) is expected to be July 1, 2024. Your initial posting will be at Bangalore, and your specific work location will be as assigned to you by your manager. The details of your employment contract with IBM are as below.

#### Acceptance and Commencement and Documents

Your appointment will be effective on your joining date, which is expected to be on July 1, 2024 and is subject to the successful completion of the proposed acquisition of StreamSets and webMethods Platforms from Software AG by IBM (which may include regulatory approvals and the completion of other closing conditions). Please indicate your acceptance to the offer by May 15, 2024. If you do not confirm your acceptance by May 15, 2024, this offer may stand revoked, at IBM’s discretion.

To confirm your acceptance of this offer, you are required to:

- Read the entire document carefully and confirm your acceptance of the contents by selecting the 'accept' option at the end of the document. Please note that if you do not provide your acceptance, this offer may stand revoked, at IBM’s discretion.
- On your first day of employment, please report to your manager. Further details may be provided in due course.

On your joining date or the day we are completing the onboarding formalities, please bring the following documents:

1. One copy of this letter duly signed and dated by you.



2. Aadhar card (Original and 2 photocopies, front and back)
3. Passport (Original and 2 photocopies, first and last page)
4. Pan card (Original and 2 photocopies)

Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category.

Please do ensure that the name & date of birth as per Aadhaar is exactly the same as the name & date of birth given by you to IBM, and that appears on this employment contract.

5. e-Nomination for Provident Fund – copy of e-nomination downloaded from the portal of Employee Provident Fund Organization.

a) If you have not completed the e-nomination on the EPFO portal but have an Aadhar linked UAN number, you are required to make your e-nomination immediately and produce the copy during onboarding. Please visit the EPFO portal for more information or contact your Recruitment Partner.

b) If you do not have Aadhar linked UAN number – you will be required to fill manual nomination form at the time of onboarding.

6. Hard copy of onboarding forms that were filled online, as mentioned earlier.
7. Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring self-attested copy of the disability certificate issued by an authorized government hospital.
8. Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever, please provide a notarized affidavit stating the same.
9. Valid Indian Work Permit – If you are a foreign passport holder, please provide a valid work permit. Indian Origin candidates must provide copy of their OCI/PIO card issued by the Govt of India.
10. Education documents (For University hires only) – Degree certificate and all year mark sheets for the highest degree attained.

### Terms & Conditions of Employment

The terms and conditions of your employment with IBM are listed below. Please read and understand them carefully. Your acceptance of the same is mandatory for commencement of your employment with the Company.

1. This offer for employment with IBM India Private Limited is contingent on your continued employment with your current employer (Software AG) until the day prior to your joining IBM (currently expected to be June 30, 2024).
2. Your years of service at Software AG will be recognized for assigning the service reference date for the purposes of calculating internal service recognition awards and for applicable statutory requirements (with the exception of gratuity, which shall be calculated from the date you join IBM).



3. Your employment with the Company will at all times, be subject to your being authorized to work in India (and if you are not an Indian national, is subject to your having a valid work permit or other authorization to work from the Government of India). It will be your responsibility to obtain and maintain throughout your employment such valid authorization to work in India.
4. Your employment will also be contingent upon your ability to work for the Company without restriction. Should you have any non-compete obligations or other restrictive clauses with any previous employer, you will be responsible to comply with the same, to notify the Company about these restrictions, and to indemnify the Company against any breach thereof.
5. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
6. In case you change your citizenship at any point during your employment, it will be your responsibility to update the same on the prevalent IBM system. Failure to do so may have regulatory consequences for you and or for IBM and may also result in appropriate disciplinary actions.
7. Your appointment and continued employment at IBM will be conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed information regarding your qualifications, experience or any other material information, the Company may terminate your services without notice or compensation.
8. You will be required to acquaint yourself with and abide by all the rules, regulations, policies, and processes of the Company. The Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you. You will also be required to read and strictly follow the IBM Business Conduct Guidelines including participating in the annual certification on the same.
9. Your services will be transferable, and you may be assigned to any other department, location or office of IBM in India or overseas, a subsidiary, or associate company or working from a Client Location as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the business requirements. In such cases, you will be governed by the policies of that location and role.
10. The technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you will be required to cooperate with IBM and take all necessary steps to ensure a smooth transition.



11. You will be considered to be confirmed in the services of the Company from your date of joining.
12. IBM encourages and fosters a culture of high performance amongst its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
  - You will be required to always maintain an acceptable level of performance and participate in the Company's performance management programs (such as Checkpoint, performance improvement plans and other programs) as per existing policies.
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You will be required to utilize IBM's resources, materials, and training programs as applicable and ensure that your skills are at all times current and relevant to IBM's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall be required to complete the same to the satisfaction of IBM.
  - The Company works on a round the clock model depending on customer needs. You may therefore be required to work on staggered timings / any shifts, including night shift, to support the business of the Company.
13. To ease your transition into IBM, you will receive a one-time Special Payment and the details will be shared in a separate addendum. This is not a part of your salary for the purpose of statutory contributions or increments and taxes will be deducted as applicable. All applicable taxes in respect of the Special Payment shall be to your account.
14. Also, kindly note that, from the date of joining IBM, retention agreements and documents related to sign on bonus, etc. as may be applicable, each as executed with Software AG shall stand novated to IBM, and you explicitly agree that IBM may enforce such agreements and documents against you.
15. During your service with the Company, you will be expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity, which may be in conflict with the rules and guidelines of the company. You will comply with the conflict of interest policies and procedures of the Company.
16. If you are absent from your duties or overstay sanctioned leave for a continuous period of 8 days without leave or without knowledge and explicit concurrence of your manager, you will be deemed to have abandoned services voluntarily without due notice and you shall lose lien on your appointment and will be terminated without notice.
17. At IBM, we're committed to flexible workplace policies and comprehensive work-life programs to help you achieve balance while fostering success. The ability to work remotely will depend on the role and the makeup of your team. Some teams are globally distributed, but others need to work on-site due to the nature of the job. You will therefore be ordinarily required to work from designated IBM / client offices. Not working from your designated place of work will be construed as unauthorized absence.



Any other work arrangements such as working from home or from a different IBM office / client or a combination of working from home and office on certain days may be granted only after explicit approval from your manager or as per instructions applicable to your respective Business Unit from time to time. Failure to comply with these instructions may lead to appropriate management actions.

18. Should you choose to resign at any point, you will be required to serve 90 days of notice. Any request for release earlier than the required notice will be contingent upon outstanding business requirements. Failure to serve the required notice period will lead to recovery of salary for the unserved notice period. Also, the Company may choose to relieve you of your services only on culmination of the laid down notice period and upon issue of a letter by the Company to that effect.
19. Upon your resignation or retirement from the Company or termination of your services, you will be required to return all assets and property of the Company such as documents, machines, data, files, and books etc. (including but not limited to leased properties). You will also be required to pay back any outstanding amount due to IBM at the time of such resignation, retirement, or termination
20. Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
21. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
22. You may be required to travel on Company work, and you will be reimbursed expenses as per Company policy.
23. All benefits as outlined in this employment contract and in IBM policies, are subject to change at the Company's discretion.
24. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
25. It will be your responsibility to notify the Company of any changes in your personal information within 3 working days of occurrence. This includes change in citizenship if any during the course of your employment. Any such changes will need to be updated on the HR portal / as per prevalent process.
26. Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements.
27. You will be required to register your profile with National Skills Registry once you join IBM on your own account. The details on how to complete the registration is available on the website [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). Registration with National Skills Registry is very important and should be completed within 30 days from your date of joining.



28. Contingent upon directions received from the concerned government authorities from time to time, you may be required to take any steps from a health and safety perspective including vaccination and provide the certification for the same. It will be your responsibility to produce vaccination status or proof to any regulatory authorities if and when requested.

29. Your compliance with the above listed terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.

#### OTHER COMMITMENTS/ CONDITIONS

A one-time Special Payment as per the terms mentioned in separate addendum that will accompany the offer letter.



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory  
Talent Acquisition Leader ISA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

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PRINTED NAME

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DATE OF JOINING

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DATE

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VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

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DATE

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ANNEXURE A

DATE	May 6, 2024		
NAME	Manish Kumar	BAND	8
DESIGNATION	Software Development Manager	LOCATION	Bangalore
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		1768688	
2. Standard Flexible Benefit Plan			
I. House Rent Allowance (HRA)		1061213	
II. Leave Travel Assistance (LTA)		200000	
III. Conveyance Allowance		90000	
3. Optional Flexible Benefit Plan		1036516	
3. Annual Reference Salary (ARS)		4156417	
4. Retirals			
a) Provident Fund (PF)		212243	
b) Gratuity @ 4.8%		84897	
5. Annual Reference Salary + Retirals		4453556	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.





The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.



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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
Flexible Benefit Plan (FBP = 2+3)	The FBP is a basket of standard and optional benefits. It allows employees to choose from a basket of benefits that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below
(2) Standard FBP Components	
(i) House Rent Allowance (HRA)	HRA of an amount equivalent to 60% of the basic salary will be paid every month (subject to availability of balance in the FBP entitlement)
(ii) Leave Travel Assistance (LTA)	LTA will be paid every month (subject to availability of balance in the FBP entitlement). Income tax exemption shall be provided as per the provisions of Income Tax Act, 1961 for travelling within India, twice in a block of 4 years
(iii) Conveyance Allowance	Fixed conveyance allowance (subject to availability of balance in the FBP entitlement) as applicable to your band will be paid. However, the same will not be provided in case one opts for car lease program
(3) Optional FBP Components	Optional components will include allowances such as Company Lease Car, National Pension Scheme, Meal Card etc. Further details about the optional allowances will be available to you upon joining IBM in the FBP policy page.
Flat allowance	Any un-apportioned amount under FBP plan shall be paid as "Flat allowance"
<b>4. Annual Reference Salary</b>	<b>Annual Basic Salary + Annual FBP</b>
5. Retirals	These elements of compensation are not paid out until later when certain conditions are met
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund
(b) Gratuity	Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5years of continuous service with the Company or such other scenarios permitted under law. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 20,00,000.00)
ESIC & Statutory Bonus	Additionally, you may be eligible under ESIC and /or Statutory Bonus as per the provisions of the respective laws.

*\*For detailed information please refer to Company policies, which are subject to change from time to time*

*\*\*Any reference to any Acts, Rules or other laws shall be deemed to refer to any amendments, replacements or successors to such Acts, Rules or other laws, as applicable. IBM's decision in this respect shall be final.*



## **OTHER BENEFITS:**

a) Group Medical Insurance Cover – You will be enrolled into the Group Medical Insurance policy by default upon your joining. The cover includes your immediate family (Spouse & up to four Children). You will be required to update their details within 30 days of joining. A nominal premium will be charged for this cover. Should you wish to opt out you may do so within 30 days of your joining. Updation of family details or opting out may be done by referring to the IBM policy document on the subject.

b) Group Term Life and Accident Rider Coverage – You will be covered under a Group Term Life Insurance during your tenure with IBM with no additional cost. Please refer to the IBM Policy document for more details upon joining.

### **Other Benefits– Additional Information\***

#### **Group Term Life Insurance Plan**

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Personal Accident Plan**

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

#### **Group Medical Insurance Cover**

Group Medical Insurance coverage for self and nuclear family (spouse and up to 4 children) will be provided by default, from the date of your joining and will include a family floater cover of INR 4 Lakh per year. However, you will be required to enrol your immediate family (spouse & up to 4 children) on our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail this benefit for yourself only or for yourself and the nuclear family, there will be an applicable co-share of premium deduction from your salary. If you do not wish to avail this benefit, you may choose to opt out within 30 days of joining. Additionally, you have the option of enhancing this cover up to a maximum of INR 11 Lakh per year (incremental premium to be borne completely by employee) or as stated in the policy. You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual/floater coverage basis and the premium incurred is to be completely borne by you.

Mid-term inclusion of only newborn babies (within 30 days of the childbirth or adoption) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

\*Subject to enrolling the new dependent within 30 days from the date of event.



All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

#### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional maximum amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

#### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who enrol in the Group Medical Insurance Policy.

#### National Pension System (NPS)

NPS is a voluntary defined contribution based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

#### Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressly given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*



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**ANNEXURE B – NON-DISCLOSURE AGREEMENT**

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.



I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United



States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

**If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.**

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.



IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

Nothing in this Agreement in any way prohibits or is intended to restrict or impede me from discussing the terms and conditions of my employment with coworkers or exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information permitted by law.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date