

Wednesday, March 15, 2017

Mr. Manish Kumar
110, Indus Innova,
Mahadevapura,
Bangalore - 560048

Offer of Employment

Dear Manish,

Further to your interest shown in being associated with "Software AG" and subsequent discussions we had with you, we are pleased to offer you the position of **Lead Engineer** with Software AG Bangalore Technologies Pvt Ltd ("Software AG, Bangalore"), a subsidiary of Software AG, Germany.

Please note that this offer is contingent upon satisfactory personal references and background check being obtained. We reserve the right to withdraw our offer of employment, if personal references and/or background check information are not provided or the results are deemed unsatisfactory.

Position

As a **Lead Engineer** in our organization, your responsibilities will include a combination of various R & D activities and might range from being involved in the development of new products to enhancing and maintaining existing components of Software AG products. As part of your role, you might be responsible for the complete lifecycle of a variety of feature enhancements and customer support issues and in this role, you will report to **Narayan Bethmangalkar** our **Senior Director, webM IS/DEV**

Starting Date & Location

Your employment with Software AG, Bangalore will commence on **Thursday 13th June 2017**.

Your base location would be **Bangalore**. However, company reserves the right to send you on transfer/deputation/training/secondment/assignments to any of its offices, work sites / client location, or associated or affiliated companies in country or outside country, on the terms and conditions as applicable to you at the time of such movement.

Remuneration Package

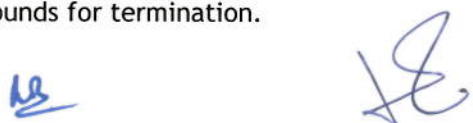
Your expected Total Cost to Company (TCC) will be **INR 2752597** per annum (**INR Twenty Seven Lac Fifty Two Thousand Five Hundred and Ninety Seven Only**). Please refer to Annexure - A for detailed break-up of compensation.

Probation Period

Your employment is subject to a three (3) month probationary period and confirmation is dependent on satisfactory performance. In that respect, a review of your performance will be conducted during the three (3) months to evaluate your performance and to confirm your appointment. On successful completion of probation, your appointment will be confirmed in writing.

Code of Conduct

It is a stated objective of the company to demonstrate the highest levels of professionalism and integrity in every aspect of the business. This applies to all dealings with staff, customers, and partners. All employees are expected to uphold this objective; ethical breaches are grounds for termination.

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Retirement

You shall retire once you complete 60 years of age unless specifically communicated by the company in writing to continue service beyond this age

Background Checks

The company may, at its discretion, conduct background checks prior to or after your joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the company conducting such background checks. In this connection, you are required to furnish necessary documents as sought by the company. If the company is not satisfied, with the outcome of the background checks, in its sole discretion the company reserves the right to withdraw this offer without notice or to take any appropriate action against you, including, but not limited to termination of your employment.

Confidentiality/ Non-disclosure

You will be required to sign a standard nondisclosure and proprietary invention agreement at your commencement of employment with Software AG, Bangalore. These documents set out certain rights and obligations of Software AG, Germany, or its subsidiaries and its employees. It ensures that you are aware of the relevant information at the time you commence employment with us and provide your covenant not to disclose confidential, proprietary or trade secret information of Software AG, Germany and its subsidiaries or their customers, prospects and business partners and provide that your performance of services as an employee will not violate any duty, covenant, agreement or understanding to which you are subject to. We can provide a copy of these agreements for review upon your request.

Software AG, Bangalore is offering you this position in reliance on the accuracy of information you have shared through your resume and other information you provided in the application process and based upon your general experience and knowledge, and not due to specialized knowledge of your current or previous employer and their confidential information or trade secrets or any desire to cause any ethical breach concerning these companies. As a condition of your employment you have told us and hereby represent and warrant, that your performance as an employee of Software AG, Bangalore does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you prior to your employment with Software AG, Bangalore.

You hereby represent that if you obtained any information during your prior employment that your employer indicated was considered confidential and proprietary or that was disclosed to you in a manner that should have made you realize it was so considered, then you will not make use of, disclose or induce Software AG, Bangalore, or any affiliate to use any such confidential and proprietary information during your employment with Software AG, Bangalore unless such information:

- (a) becomes publicly available for reasons other than action on your part;
- (b) is independently developed by others at or on behalf of Software AG, Bangalore, Software AG, Germany, or any affiliate who do not receive access to such information from you; or
- (c) is received by Software AG, Bangalore, Software AG, Germany or any affiliate from a third party.

You are not a party to any other agreement that will interfere with your full compliance with these provisions or otherwise restrict your employment with Software AG, Bangalore in any way. You will not enter into any agreement, whether written or oral, in conflict with the provisions hereof.

Termination of employment

Please note that under normal circumstances, **One Month** notice is required by either you or Software AG, Bangalore in terminating employment; however, this will not apply in situations where you are guilty of serious misconduct (misconduct of a kind such that it would be unreasonable to require Software AG, Bangalore to continue your employment during the notice period). Software AG, Bangalore at its sole discretion may choose to relieve you any time during the course of your notice period.

The company shall have the right to terminate this agreement forthwith, without any notice and without any salary in lieu of notice period in the event of any of the following but not limited to:

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Software AG Bangalore Technologies Private Limited

- a. Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
- b. Violation on your part of the company's rule with regard to the authenticity and information declared at the time of joining the company
- c. Any Gross misconduct on your part

Non-Compete Clause

You will devote your full time exclusively to the business of the company. You will not take up any other work for remuneration (part time or full time) or work on advisory capacity or be interested directly or indirectly in any other trade or business, during your employment with the company, without written permission from the company.

During your employment with the company and for a period of one year thereafter, you shall not directly or indirectly solicit any employee of Software AG, Bangalore to terminate his/her employment with the company or to accept any other employment.

On terminating your employment with Software AG, Bangalore, you shall not take up full-time/part-time employment with any of our Customers and /or Partners for a period of two years from the termination date with Software AG, Bangalore.

Software AG has a policy of permitting employees to contribute to the Open Source Project ONLY on prior approval of business line head and subject to the following conditions:

- a) The participation is purely without any remuneration in any form or shape and on personal basis.
- b) The project is not competitive with the products of Software AG.
- c) The participation does not impair productivity and full-time nature of the employees' employment at Software AG.
- d) Software AG would not claim the intellectual proprietorship on the contribution made to the Open Source Project by the Employee and also will not be liable to the use of the Open Source Project.
- e) Software AG may withdraw the permission granted to participate in the Open Source Project in the event the said project becomes competitive with Software AG and if the Company feels that it is causing damage in any manner to the reputation of the Company or the nature of the contribution would negatively impact the employees' performance.

Your Response

We look forward to welcoming you into Software AG, Bangalore shortly. If you wish to accept this offer, please sign where indicated below and return a copy of the complete letter to us no later than 3 days from the date of offer. By signing this letter, you specifically acknowledge that you received no inducement or representation other than those set forth in the letter, which caused you to accept the offer of employment.

The terms of this letter, including the terms of employment offered to you and the expiration date of this offer letter, can only be modified or extended in a written document signed by an authorized representative of Software AG, Bangalore. This offer will expire and have no further effect if you do not accept it without change and return a signed copy of this letter by the stipulated date. This letter contains all of the terms of your offer of employment and supersedes any prior communications relating to your employment.

AB

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Software AG Bangalore Technologies Private Limited

It is important that all aspects of this offer remain strictly confidential.

We are excited to have you join us and look forward to your participation in the continuing success and growth of Software AG.


for Padma Reddy
COO - R&D


Monarch Limaye
Senior Director - HR, India

I accept the terms and conditions of this letter of offer and will join Software AG on _____

Signed: _____
Manish Kumar

Date: _____

Enclosures

- Annexure A - Compensation Structure
- Annexure B - Benefits
- Annexure C - Joining Formalities



ANNEXURE A - Compensation Structure

Total Cost to Company (TCC) will be **INR 2752597** (INR Twenty Seven Lac Fifty Two Thousand Five Hundred and Ninety Seven Only) and On Target earnings (OTE) will be **INR 2700000** per annum (INR Twenty Seven Lacs Only).

- Fixed component of **INR 2430000** per annum and paid on a monthly basis
- Variable pay of **INR 270000** per annum

Components	Amount (INR)
Base Salary	1093500
HRA	437400
Flexible Benefit Plan*	767880
PF : Employer Contribution	131220
Fixed CTC (A)	2430000
MBO (Performance related)	135000
Company Financial Performance	135000
Corporate Incentive Plan (CIP) (B)	270000
On Target Earnings (OTE) (A+B)	2700000
Gratuity @ 4.81% of Basic	52597
Total Cost to Company (TCC)	2752597

* Flexible Benefit Plan:

Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- Choose from a Benefits list below
- Redefine your salary structure within prescribed guidelines
- Optimise your earnings

You can structure your Flexible Benefits Plan under the following heads:

Sl No.	Benefits	Eligibility (INR)
1.	Meal Vouchers	INR1100/-per month
2.	Medical Reimbursement	INR 1250/- per month
3.	Leave Travel Allowance	Upto a max of 1 month basic per year
4.	Children's allowance	INR 100 per month per child
5.	Fuel Reimbursement/ Conveyance Allowance	INR 1800/- per month for 4 wheeler under 1600 cc INR 2400/- per month for 4 wheeler above 1600 cc Note : Conveyance allowance of Rs.1600/- per month if Fuel Reimbursement is not opted.
6.	Driver's Salary	INR 900/- per month.

Corporate Incentive Plan (CIP)

You will be eligible to participate in the Company's Corporate Incentive Plan (CIP). Your targeted annual bonus percentage is up to **10%** of your on target earning (OTE), depending on your individual performance, Company internal metrics and profitability. Your current bonus opportunity is **INR 270000** per annum. The structure and continuation of the bonus program and the criteria for payment of bonus are at the discretion of the Company. Details of the plan would be available to you when you join Software AG.

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Gratuity

As per the Gratuity Act, you are eligible for 4.81% of your basic salary to be considered as a gratuity component, if you complete 5 years of continuous service with us. Gratuity will be paid out only upon separation or at the time of retirement and the computation of the final payment will be as prescribed in the Act at that time.

Annexure B - Benefits

As per the standard terms of employment, we also provide the following benefits.

Leave Entitlements

Your annual leave benefit as a regular full-time employee will be 15 days per annum in the first two years of employment and will then increase to 20 days per annum from your third year of employment. Annual leave balances cannot exceed 30 days, including amounts carried over from a prior year and you are encouraged to take time off during the year for rest and recreation. You will also be entitled to sick/casual leave with an entitlement of 12 days per annum.

Health Insurance Plan - Group Health Insurance Scheme

You will be eligible to participate in a Group Health Insurance Scheme. The plan provides you and your family including your spouse, two children and dependent parents with a cover of **INR 400000** per annum.

Group Life Insurance

You will be covered under the Group Life Insurance Scheme, which provides you with a total life insurance cover of **INR 2500000** or 2 times of the Fixed CTC whichever is highest towards the natural death.

Personnel Accident Coverage Scheme

You will be covered under the Personal Accident Insurance Coverage, which provides you with a total life insurance cover of **INR 2500000** or 2 times of the Fixed CTC whichever is highest towards the death due to an accident.


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Annexure C - Joining Formalities

1. At the time of joining, you are requested to bring the following **original certificates along with photocopies (A4 size only)**. These documents are also essential to obtain a Visa when you may be required in the future to go abroad on business/ work. So it would be in your interest to ensure that they are all in place at the time of joining the organization.
 - Offer letter (signed photocopy as a token of acceptance of the offer, if not already submitted)
 - Degree / Provisional / Course completion Certificate of all College / University qualifications
 - Mark sheets of all College / University qualifications (all semesters)
 - Certificates & Mark sheets of 10th & 12th classes
 - 3 passport size photographs-White background
 - Offer letter copies of all previous employers
 - Copy of latest salary hike or increment letter
 - Relieving letter from all previous employers (in case you have previous employment experience)
 - Salary slip for last two months of employment
 - Passport (if you don't have a passport, kindly apply immediately)
 - Birth Certificate (Issued by Govt of India)
 - PAN Card (PAN details are mandatory at the time of joining)*
2. As part of your personal health details, we require your blood group. You are requested to have this checked before joining.

* Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to Software AG is mandatory. Please disclose your PAN to Software AG on the day of joining as this is required for the income tax calculation on your salary. Non Availability of PAN No. attracts an Income tax at higher rates.

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Wednesday, March 15, 2017

Mr. Manish Kumar
110, Indus Innova,
Mahadevapura,
Bangalore - 560048

Dear Manish Kumar,

Joining Bonus Letter

Congratulations on your decision to join our Organization.

This has reference to the Offer we made to you to join our Organization. On joining us, you will receive a joining bonus amount of Rs.100000/- (Rupees One Lac Only).

This joining bonus will be subject to the following terms and conditions:

1. As a company policy, you are expected to sign an agreement with us on your date of joining for the total amount provided to you as joining bonus.
2. We hope and believe that you will have a long and very successful career with our organization. However, in the event of you separating from the company, the payment of joining bonus is subject to the following terms:
 - If you are separating from the services of Software AG within 6 Months from the date of joining, you will have to reimburse the full amount of Rs.100000/- received as joining bonus, back to Software AG.
 - If you are separating from the services of Software AG, after completing 6 Months but within 1 year from the date of joining, then you would have to reimburse Rs.50000/- of the amount to Software AG.

Please contact me should you require any further discussion or clarification.

Yours sincerely,



Monarch Limaye
Senior Director - Human Resources, India