

Ref: SIEL/HRD/APPT/16/18765971/145528

Dated: February 05, 2018

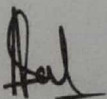
Mr. M Santosh Dora  
SRI-Noida

**Sub: Appointment Letter**

Dear Mr. M Santosh Dora,

With reference to your application, subsequent interview and our offer letter issued to you, we are pleased to formalize your appointment with Samsung India Electronics Pvt. Ltd., hereinafter referred as Company on the terms and conditions given below:

1. Job Band - S3
2. Designation - Engineer
3. Group - Software
4. Division - SRI-Noida
5. Date of Appointment - February 01, 2018
6. Initial Place of Posting - Samsung R&D Institute India – Noida  
Ground-10<sup>th</sup> Floor Tower D & 7th Floor  
Tower C Logix Cyber Park, C-28-29,  
Sector-62, Noida-201301, Uttar Pradesh
7. You shall be entitled to Salary, Allowances and Benefits as per Annexure 'A' dated February 01, 2018 attached and your next performance review will fall due on March 1, 2019.
8. You shall be solely responsible for paying any taxes, direct or indirect, state or local whether payable in India or elsewhere, which may result from your remuneration. The Company shall be entitled to deduct applicable taxes at source from your salary, in accordance with prevailing laws of the country.
9. You will be on probation for a period of 3 months, which can be extended at the sole discretion of the Company. During your probation period and at any time before your confirmation by Company in writing, termination of services may be effected by either side tendering one month's notice or payment of one month's basic salary in lieu of notice and without assigning any reason. You will be deemed to be on probation until you are issued a letter of confirmation in writing.
10. Subsequent to your confirmation, termination of services may be effected by either you or the Company by tendering two month's written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.
11. In the event where the Company has, at the time of your joining, paid for your relocation or notice period buy out from your last employer, all expenses borne on account of such relocation or notice period buy out will be recovered from you on full payment basis, if you resign from the Company before completing one year (12 months) of service with the Company.

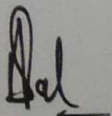


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12. You will keep us informed of any change of your residential address or civil status.
13. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof. You hereby authorize the company and/or any of its subsidiaries or affiliates and any external person or organization or agencies acting on its behalf to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose.
14. The company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe that you are guilty of misconduct or negligence or fraud or cheating or have committed any fundamental breach of contract or caused any loss to the Company or if there is loss of trust on you.
15. In addition to the normal responsibilities/duties associated with the above post you can be assigned any other duties as may be deemed necessary.
16. Your services may be utilized in any of the offices or branches of the company or in any department of the company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside, whether in existence at the time of your appointment or set at a later date the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay.
17. You will not, during your employment with company (in terms of this letter except so far as may be proper in the ordinary course of business and for the interest of the company) or at any time thereafter, divulge or make known any information in any way whatsoever relating to the company or its business/or of its customer and/or any other information, secret processes or data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical information or any other information gained or acquired or imported to you in the course of your employment. You will always maintain strict secrecy regarding any technical information / technical data or any other information / data related to Sales and Marketing gained or acquired or imported to you in the course of your employment through SAP/R3 System or any other source.

Company reserves the right to trace back activities on Information Technology Infra allocated to you during course of your employment or thereafter and take appropriate legal recourse against you in case of breach of the above obligation.

18. The age of retirement will be 58 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill-health as certified by the medical officer/medical practitioner nominated by the Company. In such case the Company has the right to terminate your services by serving one month written notice or by payment of basic salary in lieu thereof. As per the details and documents furnished by you, we record your date of birth as 20.03.1996.



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**SAMSUNG**

**SAMSUNG INDIA ELECTRONICS PVT. LTD.**

C.I.N. : U31900DL1995PTC071387

Logix Cyber Park, Plot No. C-28-29, Tower D - Ground to 10th Floor

Tower C - 7th Floor, Sector-62, Noida - 201 301, India

Tel : (91-120) 6711111 / 3894900

Website : www.samsung.com/in

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19. During your employment with the Company, you will devote your whole time, attention and skills to the best of your ability for the Company's business. Without prior written consent of the Company, you shall not engage yourself, or be interested, or concerned in any other business, service or activity or pursue any course of study of any kind whether directly or indirectly and whether full time or part time, nor shall you publish any information about the affairs or business of the Company whether for remuneration or otherwise. Further, you shall not associate yourself nor let your work, name or personality be used by any other organization operating in India or outside without prior written consent of the Company.
20. During your employment with the Company, you will be governed by the policies of the Company, in force or as introduced or amended, from time to time. You will also be governed by the Company's policies including but not limited to those related to Leave, Provident Fund, Medical Reimbursement, Leave Travel Assistance, Information Security, Performance Appraisal, Travel, Misconduct, Discipline and other matters.
21. All inventions, discoveries, improvements, copyrightable material, trademarks, ideas, concepts, trade secrets, patents, designs and other intellectual property rights, which you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be the sole property of the Company and you hereby waive any and all right, title or interest in the same in favour of the Company. Further, it shall be your duty to promptly reduce to writing and to disclose the Company all such inventions discoveries, improvements, copyrightable material, trademarks, ideas, concepts, trade secrets, patents, designs and other intellectual property rights, which you may make or conceive,

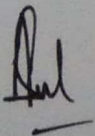
You agree to, at all times, assist the Company in every proper way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest title thereto in the Company, its successors, assigns or nominees.

Further, both during and after your employment with the Company, you must always maintain the highest degree of confidentiality and keep as confidential the records, documents, Intellectual Property, data and other confidential information of the Company, which may be known to you or confided in you by any means and you will use such records, documents, Intellectual Property, data and other confidential information only in a duly authorized manner in the interest of the Company. You will be bound for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients. Additionally, you will also be bound not to practice/implement any of the intellectual property generated by you or your colleagues (which may come under your notice) once you leave the organization.

At no time you will remove any confidential information from the office without appropriate authority and permission.

"Intellectual Property" shall mean any Intellectual Property, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of being protected or protected as patents, trade marks, copyrights, designs, trade secrets or any other type of intellectual property, which is generated, created or developed by you during the course of employment with Samsung R&D Institute-Noida, India.

Your obligations under this clause will survive the expiration or termination of this agreement and /or your employment with the Company.



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Regd. Office : 6th Floor, DLF Centre, Sansad Marg, New Delhi-110 001

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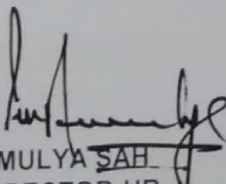
Website : www.samsung.com/in

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22. You will hold in trust all cash, material, documents and other properties of the Company, which may be given to you or may come in your possession in the course of discharging your duties and will render true and faithful account of the same.
23. In case you remain absent from your duties for more than ten (10) calendar days without prior permission / sanction of leave, you shall be deemed to have left the services of the Company on your own accord and accordingly your name will be struck off from the rolls of the Company.
24. You agree that you have not brought any confidential or proprietary information of a former employer to the Company and that you will not use any confidential or proprietary information of a former employer in the performance of your work with the Company.
25. You expressly agree to defend, indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts and omissions. You further agree that you will defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits and proceedings asserted or brought against the Company on a claim that any materials, software or other writings or articles developed by you for the Company during the course of your employment with the Company constitute an infringement of any patent, copyright, design or other intellectual property right.
26. Please sign the duplicate copy of this contract in token of your acceptance of your appointment on the terms and conditions therein.

Yours faithfully,

For **SAMSUNG INDIA ELECTRONICS PVT. LTD.**

  
AMULYA SAH  
DIRECTOR-HR

**DECLARATION:**

I declare that I am a resident of India and none of the Directors of the Company is related to me. I accept the appointment on the terms and conditions contained in this letter and other conditions and service rules as applicable to the employees of the company from time to time.

I have read and understood the service rules of the company and will abide by them.

Accepted  
( M. Santosh Gera )

Date: 4/02/2018

Place: NOIDA



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Annexure A

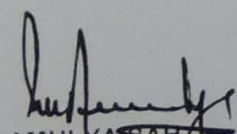
## COMPENSATION AND BENEFITS STATEMENT

Name	M Santosh Dora	
Designation	Engineer	
Band	S3	
Date of Joining	February 01, 2018	
Location	Samsung R&D Institute India-Noida	
	Ground-10th Floor Tower D & 7th, Floor Tower C	
	Logix Cyber Park, C-28-29, Sector-62, Noida-201301, UP	
PARTICULARS	AMOUNT Rs. Per Month	AMOUNT Rs. Per Annum
<b>A. SALARY</b>		304460
Basic	25372	152230
House Rent Allowance	12686	19200
Conveyance	1600	193700
Special Allowance	16142	
<b>B. REIMBURSEMENTS</b>		15000
Medical Reimbursement	1250	25372
Leave Travel Assistance	2114	
<b>C. RETIRALS</b>		36535
Provident Fund - 12% of Basic	3045	14645
Gratuity - 4.81% of Basic	1220	761142
<b>TOTAL</b>	63429	50744
<b>Festival Bonus</b> (Oct-Nov)	Avg. 200% of Basic pa	
<b>Performance Bonus</b> (Jan & July - 100-200% of Basic based on Company performance)	Avg. 300% of Basic pa	76116
<b>TOTAL COST PA</b>		888002
<b>D. BENEFITS (As per Company Policy)</b>		
<b>Insurance</b>	Coverage	Max. Entitlement
Group Mediclaim (Family Floater)	Self+3 dependent	250000
Personal Accident Insurance	Self	300000

\*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on pro-rata basis and that is subject to taxable income for eligible employees.

For SAMSUNG INDIA ELECTRONICS PVT. LTD.

Accepted

  
AMULYA SAH  
DIRECTOR-HR