

Date: October 15, 2018

Ms. Pratiksha Rao

Employee ID - _____

Subject: TERMS & CONDITIONS OF EMPLOYMENT

Dear Pratiksha,

Following our discussion, we are pleased to extend an offer of full-time employment position with **Amdocs Development Centre India LLP** (hereinafter referred to as "Amdocs"), beginning on **October 29, 2018** (or the amended date as will be communicated by Amdocs), under the Terms and Conditions of employment detailed in this Letter (hereinafter referred to as the "**Letter**").

1. **Commencement Date:** The formal commencement date of employment is the date you are added to the payroll of Amdocs. The Terms and Conditions of this Letter shall automatically be treated as withdrawn, null and void, if you do not, for any reason whatsoever, report to work on the indicated date.
2. **Role:** Your role will be whole time **Software Support Associate** however; Amdocs has a right to vary your role, position and/or department from time to time, according to the needs of Amdocs.
3. **Remuneration:** The details of your salary and other benefits, to which you are entitled, are annexed to this Letter. Amdocs shall withhold or deduct the amount of taxes and contributions from any amounts payable to you as may be required to be withheld pursuant to any applicable law or regulation. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest / penalty thereon.
4. **Probation:** The first **one (1) year** of your employment is considered as probationary period. During the probation period either party may terminate the employment by giving **thirty (30) days** prior notice and without the need to provide a reason. At the end of your probation period Amdocs reserves the right to extend your probation period for a further period or terminate your employment by giving **thirty (30) days'** notice to you. In the aforesaid two cases, Amdocs shall intimate to you in writing regarding the extension or the termination. If, no such communication is received by you from Amdocs at the end of the probation period, your employment with Amdocs shall automatically stand confirmed from the end of your probation and no separate confirmation Letter will be issued to this effect.
5. **Place of Work:** The location of your employment will be the offices of Amdocs, **Pune, India**; however, Amdocs may require you to travel within India or overseas or may change the location of your employment, in accordance with Amdocs business needs.

6. **Amdocs Policies:** You agree to abide by all Amdocs's rules and regulations that now exist and/or may hereafter be promulgated. It shall be your duty to study and know the rules immediately upon joining Amdocs or immediately upon their promulgation. Should you have any queries or concerns pertaining to such rules and regulations, it shall be your duty to seek clarifications from the HR department and lack of knowledge shall not be construed as a reasonable excuse for breach of any rules or regulations.
7. **Duties and Responsibilities:** You are required to perform duties and take up responsibilities, as may be assigned to you by your manager. You shall not refuse to perform other incidental duties and undertake connected responsibilities as and when called upon. If necessary, you shall work such additional hours as may be necessary for you to perform your duties effectively and in accordance with Amdocs's policies in that behalf and it is agreed that you shall not be entitled to receive any additional remuneration for work done outside your normal hours of work.
8. **No Alternate Employment:** Since it is a full-time employment arrangement with Amdocs, while in the employment of Amdocs, you are in no way allowed to be employed in any other organization on a permanent, temporary or part time basis or offer any services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of Amdocs. You shall comply with all directions given by Amdocs and faithfully observe all the rules, regulations, and arrangements applicable in this respect.
9. **Undertaking:** You shall not disclose any confidential information of Amdocs. All the proprietary rights, title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with Amdocs, shall vest with Amdocs absolutely. You shall also be required to comply with certain non-compete and non-solicit restrictions imposed by Amdocs. As a condition of your employment with Amdocs, you shall be required to sign and comply at all times with, the attached Confidentiality, Protection of IP rights and Non-Competition Undertaking, which shall constitute a part of your employment with Amdocs.
10. **Background Checks:** Your employment with Amdocs is conditional upon satisfactory feedback from your references and necessary background, academic, medical, credit/financial and criminal checks. Amdocs reserves the right to perform background and reference checks at any time during your employment when Amdocs deems it necessary.
11. **Medical Checks:** Amdocs shall reserve the right to get you medically examined, vaccinated or inoculated by any registered medical practitioner at any time when Amdocs deems it necessary. Your employment with Amdocs shall be liable to be terminated on being found physically or mentally unfit by a medical practitioner, appointed by Amdocs. Further, in case of continuous absence due to ill health beyond three (3) months, Amdocs reserves the right to terminate your employment.
12. **Amdocs Right to Monitor:** Amdocs reserves the right to monitor, intercept, review and access your computer / laptop, cell phone, telephone log, internet usage, voicemail, e-mail, and other communication facilities provided by Amdocs during your employment with us. It is important that you are aware that any and all communication(s) and activity(ies) on Amdocs equipment or premises cannot be presumed private.
13. **Accuracy of Information:** Your employment with Amdocs is based on the information and documents provided by you to Amdocs in the application form / personal data form and otherwise. Such offer shall, at the option of Amdocs, will be considered null and void and automatically withdrawn; if Amdocs believes at any time that there is an error or willful suppression of the information or documents provided by you. Should you have already joined Amdocs, Amdocs

reserves the right to terminate your employment with immediate effect, without any notice or salary in lieu thereof.

14. **Restrictions on Harassment and Discrimination:** You hereby acknowledge that it is unlawful and against Amdocs's policy to sexually harass any person or discriminate against any person on the grounds of race, color of skin, national or ethnic origin, belief or sexual orientation.. You will at all times inform your superior of any fact, matter or circumstance, with respect to yourself or any other person in the organization, of which you are aware, that constitute harassment or discrimination.
15. **Non-Disparagement:** During the term of employment and at all times thereafter, you will not make any false, defamatory or disparaging statements about Amdocs, or the employees, officers or directors of Amdocs that are reasonably likely to cause damage to any such entity or person.
16. **Supporting Documents:** You are requested to submit the following to HR Department along with the acceptance of Terms and Conditions of employment with Amdocs:
 - a) Four passport size photographs.
 - b) Copy of your Passport.
 - c) Copy of your PAN Card.
 - d) Copies of your education qualifications certificates.
 - e) Copies of the previous employer's relieving Letters (if applicable). The experience Letter/ relieving Letter from the immediate previous employer can be submitted on the Commencement Date.

Please carry the originals of the above documents for verification and filing on the commencement date of your employment.

17. Termination of Employment:

- a) Your employment with Amdocs can be terminated by yourself or by Amdocs by giving in writing a minimum of **sixty (60)** days' notice.
- b) Amdocs however reserves the right to terminate your employment with immediate effect and payment of wages to you in lieu of the balance notice period and it is acknowledged and agreed in advance that this amount will be adequate compensation to you for the early termination of your employment.
- c) In case you have resigned or given a notice to terminate your employment, you are expected and required to diligently serve the entire notice period. However, in such a resignation situation, Amdocs may, at its sole discretion, without being obligated to do so,
 - (i) Require you to leave service at any time during the notice period without any payment for the balance unexpired portion of the notice period or
 - (ii) Upon your request allow you to leave service during the notice period only upon you making payment to Amdocs, the amount equivalent to your salary for the balance unexpired portion of the notice period.
- d) In case Amdocs is paying for the domestic relocation of you and your accompanying family members to the place of your employment, in the event you resign or terminate your employment within Amdocs before one (1) year period, you agree to reimburse to Amdocs for the for the full amount of the cost of relocation as per the Domestic Relocation Policy. Further, in such event, Amdocs may set off any amounts due to you at the termination of your employment to reimburse Amdocs for the cost of the relocation as per the Domestic Relocation Policy.

18. **Misconduct:** Amdocs reserves the right to dismiss or terminate your employment with immediate effect and without any notice or salary in lieu thereof, for any misconduct on your part, including but not limited to the following:
- a) You have seriously or persistently breached any of the terms or conditions of your employment with Amdocs.
 - b) You are, in the opinion of Amdocs, guilty of misconduct, negligence of duty, disloyalty, dishonesty, breach of confidentiality, misrepresentation, indiscipline, disobedience, irregular attendance and any act detrimental to the interests of Amdocs or otherwise acted in any manner upon which summary dismissal may be justified.
 - c) You are convicted of a criminal offence.
 - d) Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to Amdocs's property.
 - e) Conducting yourself in a manner which is regarded by Amdocs as prejudicial to its own interests or to the interests of its clients.
 - f) You are guilty of an act constituting misconduct as per Amdocs's policies or standing orders, if any.
19. **Retirement:** You will automatically retire from Amdocs on attaining the age of **60 (sixty)** years. An extension may however, be given at the discretion of Amdocs.
20. **Corporate Action:** If your employment is terminated by reason of the liquidation of Amdocs for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of Amdocs or any other corporate action (including a transfer of establishment / unit / undertaking) and you have been offered employment with Amdocs succeeding to Amdocs upon such event on terms no less favorable to you than the terms and conditions in effect under this Letter, then you shall have no legal or contractual claim against Amdocs by reason of the termination of the employment.
21. **Garden Leave:** Amdocs may, in its absolute discretion, require you at any time during the notice period not to attend the place of work and/or not to perform any duties for Amdocs or to perform any such duties, projects or tasks as are expressly assigned to you by Amdocs. You shall continue to be employed by Amdocs during such period and therefore shall be eligible to receive your full pay and benefits during any such period. During any such period, you shall (a) notify Amdocs of any change of address or contact details, (b) if requested by Amdocs, refrain from contacting employees, clients and professional contacts of Amdocs, (c) cease to be an authorized signatory of Amdocs or hold a power of attorney for Amdocs, and (d) continue to be bound by the express and implied duties of employment, including, without limitation, by the duty of fidelity and good faith owed to Amdocs. The garden leave may, at the discretion of Amdocs, be offset against any annual leave / privilege leave.
22. **Restriction on Amdocs Liability:** You hereby agree that if the termination is found to be wrongful by an appropriate Court in India, based on a non-appealable order, the maximum liability of Amdocs shall not exceed your **fifteen (15)** days salary and statutory benefits for every year of service, in case Amdocs does not re-instate you in employment.
23. **Separation and Release Agreement:** Upon termination of your employment with Amdocs for any reason, Amdocs may require you to, and you agree and undertake to sign, a Separation and Release Agreement with Amdocs at no additional consideration or payment.
24. **Indebtedness:** If you owe Amdocs any amounts through advance payments of salary, loans or any other obligations, at the time of notice of termination being given either by you or Amdocs, all sums shall be due immediately and subject to set off. Your signature of this Letter is authorization for such a set-off from wages.

25. **Entire Agreement:** The terms and conditions of this Letter along with the Confidentiality, Protection of IP rights and Non-Competition Undertaking are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between Amdocs and you including, but not limited to, any representations made during your interview(s), whether written or oral. This Letter shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Letter. Any subsequent change or changes in your duties, salary or compensation will not affect the validity or scope of this Letter.
26. **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Letter shall be effective unless made in writing and signed or initialed by all signatories to this Letter.
27. **Waiver:** No waiver by Amdocs of any breach of this Letter shall be a waiver of any preceding or succeeding breach. No waiver by Amdocs of any right under this Letter shall be construed as a waiver of any other right. Amdocs shall not be required to give notice to enforce strict adherence to all terms and conditions of this Letter.
28. **Data Privacy:** You understand that Amdocs or any of its affiliated entities and its or their duly authorized agents and employees will be asking for your consent to hold and process, both electronically and manually, the data (including personal sensitive data and information contained in e-mail and attachments to email) they collect, store and/or process which relates to you for the purpose of the administration of their employees and business and compliance with applicable laws, procedures and regulations. It may also be necessary for Amdocs and/or any of its affiliated entities to forward such data to competent authorities (including tax authorities), future employers and potential buyers of Amdocs or businesses, accounting, auditors, lawyers and other external advisors or vendors, whether they are located in your country of employment or in other countries, to other offices it may have or to another affiliated entity outside your country of employment where such a Amdocs has offices for storage and processing.
29. **Severability:** If any of the restrictions, limitations or obligations herein are deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the scope of such restriction, limitation or obligation shall be limited to the maximum limit permitted by law, and such restrictions, limitations or obligation be severable to the extent of any invalidity, and the invalidity or unenforceability of any such restriction, limitation or obligation shall not affect the validity of other terms and conditions entered into.
30. **Governing Law and Jurisdiction:** This Letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Letter. You and Amdocs hereby irrevocably submit to the exclusive jurisdiction of any competent courts situated at Pune and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

As a token of your acceptance of our offer of the terms and conditions in this Letter, please sign a duplicate of this Letter, in the space provided below and return the same to the HR Department within **15 Days** from the date of receiving this Letter. Our offer for employment under the terms and conditions specified in this Letter shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time. You are required to treat this Letter and its contents as strictly confidential and should not disclose the same to any person or entity without our prior written consent.

We look forward to you joining us at Amdocs. In case you have any questions or would like to discuss the terms and conditions of this Letter, please feel free to get in touch with **Parimal Kumar / Devika Yande**.

Sincerely,



Ashish Prakash,

Authorized Signatory

Amdocs Development Centre India LLP

Date: October 15, 2018

By signing this Letter, I, the undersigned, **Pratiksha Rao**, accept the terms and conditions as stated in this Letter and acknowledge and represent the following:

- a) I have been provided with a copy of this Letter for review prior to signing it;
- b) I reviewed the Letter and that I understand the terms, purposes and effects of this Letter;
- c) I signed the Letter only after having had the opportunity to seek clarifications;
- d) I was not subjected to duress or undue influence of any kind to execute this Letter and this Letter will not impose an undue hardship upon myself;
- e) I executed this Letter of my own free will and without relying upon any statements made by Amdocs or any of its representatives, agents or employees;
- f) This Letter is in all respects reasonable and necessary to protect the legitimate business interests of Amdocs;
- g) I have all requisite power and authority, and do not require the consent of any third party to sign this Letter and grant the rights provided herein;
- h) The execution, delivery, and performance of this Letter by me does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which I am a party or any judgment, order or decree to which I am subject;
- i) I am not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person or entity;
- j) I confirm my agreement to the terms of this Letter, and will comply with every undertaking specified thereto; and
- k) I am legally permitted to reside and be employed in India.

Thanks,

Signature: _____

Name : _____

Date: _____

Remuneration Annexure

Confidential

Total Remuneration (on a Cost to Amdocs basis): INR 370,000.00 per annum (Indian Rupee Three Lakh Seventy Thousand Rupees Only)

#	Break-Up	INR per annum
1.	Basic Salary	180000.00
2.	House Rent Allowance	134200.00
3.	Conveyance Allowance	19200.00
4.	Medical Reimbursement	15000.00
5.	Provident Fund (Employer Contribution)	21600.00
	Cost to Amdocs	370,000.00

Notes:

1. You will be entitled for leaves (e.g. annual leave and sick leave) as per the applicable Amdocs policy.
2. You will be covered under employee insurance schemes, if any as per the applicable Amdocs policy.
3. Your salary and other benefits shall be subject to deduction of taxes and other statutory deductions, contributions as appropriate and consistent with the Indian tax regulations and other such laws, rules and regulations as applicable to employee remuneration under the law of the land and shall be further subject to deductions on account of any unauthorized absence, authorized absence for any period beyond the leave entitlement, damage to property of Amdocs and all other matters as governed by the applicable Amdocs policy.
4. You will be entitled to receiving gratuity under the Payment of Gratuity Act, 1972 upon termination of your employment with Amdocs, subject to completion of continuous service of five years with Amdocs. Further, and subject to the applicable Amdocs policy as may be applicable from time to time, the upper ceiling will be the amount as may be prescribed by the Payment of Gratuity Act, 1972.
5. To the extent that you are eligible to receiving any statutory bonus under The Payment of Bonus Act, 1965, any such bonus payment shall be made to you under the terms and conditions of the said Act, as may be from time to time. Please note that any such payment shall only be relevant if you will be found to be eligible to receiving bonus under the said Act.
6. The allowances/benefits are subject to the condition that these will be provided at no additional cost to Amdocs. If any perquisite value is applicable to any of these allowances/benefits or any tax payable subsequently, the employee shall be liable to pay such additional tax as may be applicable, in accordance with the tax laws.
7. Any amount under reimbursements and not claimed as above till 1st February each year will be paid as lump sum, subject to tax, on or before March 31st of that year or on termination of employment, if earlier.
8. No previous employment with an entity which is part of Amdocs group shall count for continuity of service in relation to accumulation of social rights.

9. You may be eligible to an annual salary review starting **July 2019** any increments will be discretionary and subject to and on basis of your effective performance and Amdocs' business performance.

Sincerely,



Ashish Prakash,

Authorized Signatory

Amdocs Development Centre India LLP

Date: October 15, 2018

I, the undersigned, **Pratiksha Rao**, acknowledge that I have received a copy of this Letter, read it carefully and confirm my agreement to it, and will comply with every undertaking specified thereto.

Thanks,

Signature: _____

Name : _____

Date: _____