

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

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www.hcl.com

Date: 29 April 2021

SRINIVASAN MAHALINGAM

E Code: 51588437

HCL Technologies Ltd.

India

Subject: Deputation to HCL Technologies, Mexico S DE RL DE CV (HCL Mexico/ The Company)

Dear **SRINIVASAN MAHALINGAM**,

HCL India takes immense pleasure on your selection for secondment at **HCL Technologies, Mexico S DE RL DE CV** and heartily congratulates you on the occasion.

In your current title as **SENIOR SOFTWARE ENGINEER**, you shall perform duties as per organization norms and work exclusively for **HCL Technologies, Mexico S DE RL DE CV** unless otherwise agreed in writing. Your deputation start date is subject to your work visa approval by the immigration authorities of **Mexico**. Your deputation will commence from the date of arrival in **Mexico** and your work location will be **HCL TECHNOLOGIES VISTA, AV.Acueducto 2100, Colinas de San Javier, 44660 Guadalajara, Jalisco**.

While at **HCL Technologies, Mexico S DE RL DE CV**, you will be entitled to annual remuneration of **INR 640578** during the period, payable in India. In addition, to meet the cost of lodging, boarding, conveyance and miscellaneous expenses, you will be paid **MXN 24000 per month**.

You will be responsible to pay all applicable payroll taxes in India and **Mexico** on the compensation that you receive in India.

Kindly refer to Annexure A for compensation details and Annexure B for terms & conditions of employment plus applicable benefits.

You would be required to sign on every page of this letter, including Annexure and return a signed copy of these documents to the concerned Human Resource representative.

Looking ahead, we see exciting times - we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.
Acceptance Signature:

Employee Code:

Acceptance Date:

Mexico/STL

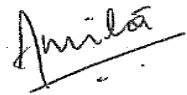
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HCL Technologies India wishes you the very best for your future endeavors at HCL!!!

With best regards,

Yours sincerely,



Amrita Das
Vice President,
Head-Global Rewards

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ANNEXURE A

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

Component	Amount
Gross CTC (in INR)	640578
Per Diem Allowance in (MXN)/ per month	24000

Description of Components:

- The monthly allowance paid will be as per the Band Structure of HCLT India.

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ANNEXURE B

This Annexure lays down the terms and conditions of deputation to **HCL Technologies, Mexico S DE RL DE CV** and is a legally binding document.

Travel Advance: You will be provided a travel advance (subject to recovery) towards managing your expenses during initial days at **Mexico** at the time of departure. The Travel advance will be governed as per the norms defined in the International relocation policy available in HCLT Policies Hub.

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

Hours of Work: You would be governed by **HCL Technologies, Mexico S DE RL DE CV** Hours of Work guidelines.

Benefits Plan: For benefits applicable to you during your deputation in **HCL Technologies, Mexico S DE RL DE CV**, you will be given the details upon your arrival in Mexico.

Prior to your deputation to **HCL Technologies, Mexico S DE RL DE CV**, you will be required to undergo medical clearances as applicable to comply with the **Mexican** immigration requirements. On arriving in **Mexico** you are advised to complete the joining formalities providing all details as required in the joining form to ensure your / your family's inclusion in the medical insurance scheme.

Time Booking & Attendance Management: You will be required to comply with **HCL Technologies, Mexico S DE RL DE CV** processes defined from time to time towards time booking and attendance management. The details of the same will be accessible to you on Myhcl.in. **HCL Technologies, Mexico S DE RL DE CV** reserves the right to deduct the pay, after giving sufficient notice to the employee, as per the company rules, in case of non-compliance to the above process. You will have the right to regularize the deduction as per the process and timelines defined from time to time, in cases of genuine reasons for inability to comply with the process.

Self/Family Travel Expenses: **HCL Technologies, Mexico S DE RL DE CV** will bear the expenses of your visa and your travel to **Mexico** from your country of current residence. Travel Cost will be recoverable in case you leave the organization before completion of **six months**, or you are sent back due to irregularity in performance before the completion of the contract, disciplinary reasons and/or violation of code of conduct. The travel of your family (spouse and children) will be governed as per the Family travel policy available at HCLT's policy portal Policies Hub.

Leave/Holiday Entitlements: You shall be entitled to customary / national holidays as per **HCL Technologies, Mexico S DE RL DE CV** policy while in **Mexico**.

You shall accrue the vacation in India and will not accrue any vacation in Mexico. In the event you happen to take vacation in **Mexico** you shall not be paid per diem amount for the vacation period. The vacation will be debited to your leave balance in India. If there is no leave balance, the vacation shall be treated as leave without pay. You will not be paid for any personal trips to country of current residence till the end of assignment.

Confidentiality: This offer is being made subject to the condition that you strictly maintain the secrecy of and not divulge or communicate in any manner; any information regarding your remuneration/terms of employment or the fees **HCL Technologies, Mexico S DE RL DE CV** charges its customers, to any

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persons other than your immediate supervisor and concerned HR at **HCL Technologies, Mexico S DE RL DE CV**. Any such disclosure would cause this offer to be revoked.

As part of your deputation with **HCL Technologies, Mexico S DE RL DE CV** you will acquire or develop confidential and proprietary information concerning **HCL Technologies, Mexico S DE RL DE CV** and its dealings with its customers and employees. You will also develop relationships of special trust and confidence with **HCL Technologies, Mexico S DE RL DE CV** customers and employees (collectively 'Confidential Matter').

You agree that such Confidential Matter is for the Company's exclusive benefit and that both during your secondment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit or with the written consent of **HCL Technologies, Mexico S DE RL DE CV**

Non-Immigration Compliance: Your sponsorship to **HCL Technologies, Mexico S DE RL DE CV** is subject to non-immigration norms compliance as laid down by Immigration authorities from time to time and is binding on you during and / or as is existing at the time of your secondment. HCL will not be liable for any penalties / liabilities arising in the event of non-compliance to laid down norms by the employee.

Duration and Termination of Assignment: The duration of this secondment is likely to be **11 months**; however, this is subject to project requirements & **Mexican** immigration norms. During the period of your stay in **Mexico** you will be governed by the policies, rules and regulations as applicable to HCL Technologies in **Mexico**. You will be required to return to your employment with your parent company in **India** at the end of your assignment. **HCL Technologies, Mexico S DE RL DE CV** will notify you of such assignment termination **5** working days in advance.

Transferability: Your services may be transferred to any affiliate (either in existence or to be formed later) of **HCL Technologies, Mexico S DE RL DE CV**, either within or outside Mexico. Upon transfer you shall be governed by the compensation policy, rules and regulations, applicable to your category, of the transferee company. Your refusal or inability to accept transfer will be construed as a violation of this agreement/ work rules with **HCL Technologies, Mexico S DE RL DE CV**. While on deputation to **HCLBR** and posted to the customer site, you will be governed by policies of **HCL Technologies, Mexico S DE RL DE CV** and will be required to follow the customers' rules and regulations including holidays, working hours, lunch timings etc.

Statutory Conditions: During your deputation to **HCL Technologies, Mexico S DE RL DE CV** rules and regulations of the company will govern you. All terms and conditions of service with your parent company are still valid, except for the terms and conditions mentioned in this letter. You will be fully governed by the rules and code of conduct framed by **HCL Technologies, Mexico S DE RL DE CV** from time to time.

Notice Period - Employer / Employee: Your employment with **HCL Technologies, Mexico S DE RL DE CV** is "at will" and either you or **HCL Technologies, Mexico S DE RL DE CV** may terminate with or without cause, by serving a **1-month** notice period or salary in lieu of unserved notice period. Employee will be required to come back to India in an event of separation while in Mexico, for completing the relieving process. **HCL Technologies, Mexico S DE RL DE CV** reserves the right to end the assignment and / or employment with HCL Technologies on grounds of Business Needs,

Performance Conduct and any other reason at its sole discretion (with a notice of (**5** working days). However, such actions will be governed by the company's policies and procedures.

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Non Competition & Non Solicitation: You agree that during or within a period of **one** year after the completion of any service provided under the terms of this agreement you shall not accept any offer of employment from any **HCL Technologies, Mexico S DE RL DE CV** customer or the customer's end-user customer (in the case of a consulting or placement organization) with which you may have come in contact as a result of this agreement, whether such employment be on a part-time, full-time, independent contractor, or any other basis, without the written consent of **HCL Technologies, Mexico S DE RL DE CV**.

You further agree that during the said period, you will not, either directly or indirectly, either for yourself or any other person, firm, company or corporation, solicit, divert, or take away any of the existing customers or employees of **HCL Mexico** For any violation of the conditions of this clause you would be liable to pay to **HCL Technologies, Mexico S DE RL DE CV MXP 178050**

Arbitration/ Dispute Resolution: Employment Relationship Problems include personal grievances, disputes, and any other problem arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment. If you have an employment relationship problem, you should first raise the problem with the Company and attempt in good faith to resolve it through discussions with the Company.

If your employment relationship problem is a personal grievance, you must raise the grievance with the Company within the period of **90 days** beginning with the date on which the action alleged to amount to a personal grievance occurred, or came to your notice, whichever is the latter, unless the Company consents to the grievance being raised after the expiration of that period. If the matter cannot be resolved through such discussions, you may request the Mediation Service of the Department of Labour

Except for disputes arising under or in connection with the confidentiality and non compete agreement all disputes arising under or in connection with this Agreement or concerning in any way employee's employment shall be submitted exclusively to arbitration in **HCL Technologies, Mexico S DE RL DE CV** under the FIESP Arbitration Court, and the decision of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered may be entered and enforced in any court having jurisdiction. The parties to this Agreement hereby waive their right to a trial by a jury of their peers.

Miscellaneous: This agreement supersedes and incorporates all oral and written agreements and understandings between you and **HCL Technologies, Mexico S DE RL DE CV** and contains the entire agreement between you and **HCL Technologies, Mexico S DE RL DE CV** regarding your employment with **HCL Technologies, Mexico S DE RL DE CV**. This agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any condition or of any breach or a waiver of any other condition or breach of this letter agreement. All notices pursuant to this agreement shall be given in writing and shall be deemed given upon actual receipt or **three** days after mailing, whichever is earlier.

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