



August 23, 2018

Mr. Nimje, Tushar
Flat no.201, Ganaraj society,
Tingre Nagar, Pune-411032

Dear Tushar,

We take pleasure in offering you the position of **Software Engineer** subject to your acceptance of the Terms & Conditions of appointment detailed below:

1. DUTIES AND SERVICES

- a) You shall be appointed as **Software Engineer**. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, the Company may from time to time change your duties and responsibilities at its sole discretion.
- b) Your appointment will be effective from **22nd October, 2018**, unless terminated in accordance with the provisions of this agreement.

Your employment is contingent upon your completing and submitting a satisfactory medical questionnaire. Your employment and its continuance is subject to your being found and remaining (physically and mentally) fit. If the company deems necessary, you may also be required to satisfactorily pass a medical examination from a registered medical practitioner, at the time of joining and from time to time in future. Your employment is also subject to receiving at least two satisfactory references.

You are expected at all times faithfully, assiduously and to the best of your ability, experience and talent, perform to the company's satisfaction, all of the duties that may be assigned to you, from time to time.

You are expected to be punctual and strictly abide by office timings of the Company. While you render your services to the Company, you understand that Company may require you to work in different shifts in accordance with the operational requirements of the Company. Additionally, you understand that to perform your duties diligently, you may be required to work and support beyond the normal working hours or on weekends or holidays.

While you are in employment with the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company or in hiring any employees of the Company.

- c) Place of work

You will be based at **Pune**. The Company reserves the right to transfer or seconded you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and conditions of your employment set forth herein are not adversely affected by such transfer. The Company further reserves the right, subject to applicable laws, to transfer your employment to any other company or legal entity, as part of any transfer of relevant business of the Company or as part of any restructuring or amalgamation or re-organization plan implemented by the Company or by which the Company is bound, subject to your consent and approval. In cases of transfer, the Company shall ensure that the terms and conditions of employment shall not be less favorable in any way than those applicable to you before transfer.

2. COMPENSATION AND BENEFITS



During the term of the employment, the company shall pay to you the compensation and benefits stated in **Appendix A** of this agreement and it is agreed that you will accept the same as payment in full, for all services rendered by you to or for the benefit of the Company in your capacity as **Software Engineer**. The company shall reimburse you for reasonable and properly documented expenses incurred in connection with the company's business and the performance of your duties. These will be subject to such policies as the company may from time to time establish. The salary stated in **Appendix A** is payable monthly by direct credit to your bank account on or before the first day of each calendar month, with respect to the preceding month.

It is however clarified that except for statutory benefits, other benefits and entitlements that may be provided to you by the Company are provided to you on a voluntary basis by the Company in accordance with applicable Company HR Policy. Accordingly, the said other benefits and entitlements are liable to be withdrawn or changed from time to time. No such other benefits and entitlements shall be payable to you in the event you cease to be in employment with the Company prior to relevant payout date or are serving the notice period as on payout date, in all such cases the other benefits and entitlements shall be forfeited.

All forms of compensation referred to in this Agreement are subject to deduction of applicable withholding and payroll taxes as may be governed by the laws in force. You understand and agree that Employer PF contribution forms a part of the total compensation or cost to the company. You also understand that the Employee PF contribution shall be part of employee's salary and shall be deductible therefrom as required by the statute.

You may be entitled to following incentives:-

- You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

3. SEPARATION

- a) Your employment with the Company may be terminated by either party giving **60 days written notice** or **60 days salary** in lieu of notice and without assigning any reasons therefore. Company reserves the right to pay or recover salary in lieu of notice. In the event you serve notice of termination, the Company may relieve you from the date as the Company may deem fit even before expiration of the notice period.
- b) Absence for a continuous period of 10 days (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or intimation from the Company, and you shall be liable to pay to the Company salary in lieu of notice.
- c) On termination, you will return to the company all materials; books; documents; data; drawings or records belonging to the company or any of its affiliates or customers and you shall not make or retain any copy thereof.
- d) Subject to earlier termination of this agreement as per the terms hereof and extensions that may be granted by the Company in its absolute and sole discretion, you shall be liable for retirement at the age of sixty (60) years or on completing thirty five (35) years of continuous service, whichever is earlier.
- e) Termination for breach of code of conduct/HR Policy:

The Company may terminate this agreement for Breach of 'Code of Conduct/HR Policy' with immediate effect, without giving any notice of termination or any compensation of



whatsoever nature, to you. The Code of Conduct shall be deemed as having been breached by any or all of the following:

- i. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of employment;
- iii. Continuing, repeated and willful failure or refusal to perform agreed duties in the company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the company
- v. Commission of any acts which is detrimental to the Company's business or goodwill or in breach of the company's ethical code of conduct;
- vi. Violation of any other provision of this employment agreement.
- vii. HR Policy

In such case, the Company shall only be liable to pay your salary and benefits up to the date of your termination. Such termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

4. USE AND NON-DISCLOSURE AGREEMENT

For the purposes of this Agreement:

“Group” means the Company, any subsidiary of the Company, any holding company of the Company, any subsidiary of such holding company and any company designated by the board of the Company as an associated company from time to time;

“Confidential Material” means any information relating to the Group or the business, prospective proposed business or affairs of the Group or of any customers or clients of the Group, including intellectual property and finances, which comes into your possession by virtue of your Employment, and which we regard, or could reasonably be expected to regard, as confidential. You must not during your employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material and you must use your best endeavors to prevent such disclosure.

All Confidential Material and all other documents, papers and property which may have been made or prepared by you, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Group or those of any customer, Supplier, agent, distributor or sub-contractor of the Group are, as between us deemed to be the Group's property. You must deliver up all such documents and other property, including all copies, to the Company immediately upon the termination of your employment (or at any earlier time on demand).

You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is required to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement. Failure by you to comply with this Clause shall represent gross misconduct entitling the Company to terminate your employment with immediate effect.

5. COMPANY PROPERTY

The company will provide you with infrastructure and tools as deemed necessary for carrying out your duties. All such tools provided by the company will be the property of the company.



All such property of the company that is given to you, shall be returned to the designated person in the company, upon the termination of the employment agreement and prior to the effective last date of your employment in the company.

6. OWNERSHIP OF INTELLECTUAL PROPERTY/ INVENTIONS

For the purposes of this Clause, 'Intellectual Property' includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide. If at any time during the course of your employment you create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company business or the business of any subsidiary or affiliate of Company, any Company of ours, any subsidiary of such holding company or any company designated by the Company as an associated company from time to time, you will immediately communicate full Details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any designated company's absolute property worldwide.

At our request and expense you will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and will assign, make, execute and deliver all and any documents requested by the Company and do all things that may be necessary or desirable in connection with for obtaining, maintaining, extending and if necessary enforcing and defending protection for and/or assigning to the Company or any designated company the Intellectual Property and as the Company may direct.

You hereby assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment.

You will do nothing during or after your employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any designated company and in particular you will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

You hereby waive absolutely your moral rights (if any) in respect of any such Intellectual Property.

7. NON-COMPETITION CLAUSE

During the term of this Agreement and for a period of 1 (one) year after the termination of your employment with the Company, if the Company perceives that you are or have been directly or indirectly associated with, managing, undertaking, carrying on or employed, engaged or interested in any capacity, or have advised, a company or firm that is in the same business as the Company or any business which is competitive with a certain business of the Company or a Group company, in a manner that is detrimental to the interest of the business of the Company or group company in India or worldwide, the Company shall be entitled to address such issue and take necessary action against you.

During the term of this Agreement and for a period of 1 (one) year thereafter, you shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Group company (or procure or assist the solicitation, interference with or enticement of) any employee, or do any act whereby such employee is encouraged to terminate their employment or engagement, with the Company or any other Group company.

8. MISCELLANEOUS

- a. This employment supersedes all prior and existing agreements, both oral and written, between the company and you, concerning employment in the company, and may be modified only by a document, which has been signed by both parties. Particularly, this agreement overrides and supersedes the Employment Offer provided by NICE Interactive Solutions India Pvt. Ltd. (on behalf of the Company), to you, which shall be deemed to be terminated forthwith upon your signing this Agreement.



- b. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the companies from time to time including those relating to conduct, discipline, benefits salary review, retirement, and any other matters as though these rules, regulations and orders were a part of this agreement of employment. Such policies, rules, and regulations may be subjected to alteration and amendment. If at any time your conduct is considered by the company as detrimental in terms of company policies or in violation of one or more terms of this agreement, your services will be terminated forthwith without notice.
- c. In the event that your duties require you to represent the company or liaise with legal or government authorities for company related business matters, you are expected to adhere to the law of the country as well as the ethical code of conduct that is defined by the company. It shall be your responsibility to be aware of the prevailing laws that govern such matters.
- d. You shall not make any commitment or representation on behalf of the company unless authorized in writing to do so. It is clearly understood that you shall not have the right to enter into, sign or execute contracts on behalf of the company or make commitments of any kind for or on behalf of or purporting to be for or on behalf of the company, except as specifically authorized by a director of the Company in writing. The company assumes no responsibility for any statement, promises or warranties made by you and you hereby agree to indemnify and save harmless the Company against any claims arising therefrom. You will not incur or undertake any liability on behalf of the company or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind the company with respect to dealings with third persons, firms and companies.
- e. Any information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information/ particulars, the Company shall be entitled to terminate this agreement without notice. All notices/ communications sent to your last known address shall be deemed to have been properly served on, and received by you.
- f. The failure of either party at any point in time to enforce adherence by the other party, to any clause or condition of this agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any clause or condition for a specific purpose, be deemed to be a permanent waiver of the Aforementioned clause or condition thereafter
- g. You shall not seek election to any legislature or local body without the previous specific written consent of the company.

9. BREACH OF PRIOR AGREEMENTS, DAMAGES

You warrant that:

- (a) In accepting this appointment and performing your obligations and services under it, you will not be in breach of obligations under any other employment or appointment;
- (b) In the event of such a breach, you and not the Company will be wholly and solely responsible and liable for any damages;
- (c) You will, prior to accepting this appointment, intimate to the Company any external education and training courses being undertaken by you; and
- (d) You will, prior to accepting this appointment disclose to the Company any prior medical history or illness which could affect your work in the Company. During the course of your employment, you shall submit to such medical examination as required and failure to do so shall be considered gross misconduct.



10. APPLICABLE LAW AND JURISDICTION

This agreement is made with reference to the law of India and shall be governed by laws of India. The appropriate court in Pune will have the exclusive jurisdiction to entertain all disputes arising out of or relating to this Agreement.

11. WORKING CONDITIONS

You will be required to work at least 40 hours per week. You will be governed by the HR policies and working conditions for the company's India operations, as and when they will come into force.

Your normal working hours will be in morning shift from Monday to Friday 9 hours per day with a one-hour break, but the requirements of your employment do call for some flexibility and you will be expected to work different hours from time to time as may be required.

12. LANGUAGE OF COMMUNICATION

The language for communication for all written instruments notices and documents between you and the company will be English

Please confirm your acceptance of these terms and conditions of agreement by signing below. You are required to submit the documents stated in the attached **Appendix B** at the time of joining.

For NICE Interactive Solutions India Pvt. Ltd.

DocuSigned by:

3065ACF2074C4A9...
Vijay Gondi
Vice President, Head of NICE India GTC

DocuSigned by:

F41E72B926F3457...
Jaya Pathak
Director, Human Resources

Place: Pune

DECLARATION BY: Nimje, Tushar

I have carefully read and understood the above offer including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the company as amended from time to time.

Signature: _____

Date: _____

Place: _____



Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month (INR)	Per Annum (INR)
	Basic Salary	53%	45,205	542,465
	HRA	50%	22,603	271,233
	Medical		1,250	15,000
	Flexible Pay Basket		16,235	194,821
Base Salary				1,023,519
NICE Bonus Plan (Target) *				85,293
Other benefits [B]				
	Gratuity	4.81%	2,174	26,093
	Employer PF	12%	5,425	65,096
	CTC(INR)			1,200,001

* You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

- You will also be entitled to the following benefits:
 - Health Insurance & Personal Accident insurance
 - Group Term Life Insurance
 - Subsidized Cab Facility
- Employee PF contribution shall be part of employee's salary and shall be deductible therefrom.

CTC - Cost to Company; INR - Indian Rupee

Salary Components	Amount
Provident Fund	12% of Basic Salary
House Rent Allowance	50% of Basic Salary
Flexible Pay Basket/Special Allowance	Balance of Base Salary
Component under Flexible Pay Basket :	
1) Leave Travel Allowance - twice in a block of 4 years	Up to Rs.200,000 per annum
2) Meal Card	Up to Rs.2200 per month
3) Children Education Allowance - Up to 2 dependent children	Up to Rs. 200 per month
4) Gift Card	Up to Rs. 5,000 per annum
5) Telephone & Internet allowance	Up to Rs.18,000 per annum
6) Fuel Reimbursement	Up to Rs.36,000 per annum
7) Vehicle Maintenance	Up to Rs.15,000 per annum
8) Books & Periodicals	Up to Rs.20,000 per annum
9) Flexibly Pay/Special Allowance	Balance



Appendix- B

List of documents required to be submitted at time of joining:

1. Proof of Age (Birth Certificate or School Leaving Certificate) - photocopy and originals; originals will be returned after verifying.
2. Proof of Residence - Photocopy of driving license/ Voter's identity card/ Ration card.
3. Passport (if any) - photocopy and original; original will be returned after verifying.
4. Academic Certificates - All mark sheets and certificates - photocopy and originals; originals will be returned after verifying.
5. Photograph (passport size) - 2 Nos.
6. Letter of release from previous employer (where applicable) - photocopy and original; original will be returned after verifying
7. Experience Certificate - photocopy and original; original will be returned after verifying
8. Salary certificate from previous employer or salary slip or copy of Form 16A - photocopy and originals; originals will be returned after verifying.
9. P.F. Details with previous employer:
 - 9.1 P.F. Account Number
 - 9.2 P.F. Managed by Trust/P.F. Commissioner
 - 9.3 Complete and exact postal address of Trust/Commissioner
 - 9.4 The above will have to be made available for as many companies as from where P.F. is due.
10. Any other, such as Merit Certificates etc.
11. Blood group/medical certificate.