

AT&T Global Business Services India Pvt. Ltd.

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June 3, 2019

Senthil Vel Murugan C309 Sterling Brookside, ITPL Main road, Brookfields, Bangalore, Karnataka, India - 560037

Sub: Appointment

Dear Senthil.

We, AT&T Global Business Services India Pvt. Ltd. are pleased to appoint you to the position of Technical Specialist, Network Operations (subject to a satisfactory completion of the background check), in the Global Customer Service (Managed Services) division, effective from the August 16, 2019. You will be reporting for work in Bangalore and such other offices and locations as informed to you by the Company from time to time. During the course of your employment with the Company, you will be reporting to Vivek Singh or to such other person(s) as may be notified to you, from time to time by the Company.

Your salary grade will be **PROA4** and your basic salary will be **Rs. 560000** per annum, payable in twelve equal monthly installments in arrears.

In addition, your appointment shall be subject to the terms and conditions attached to this letter. If the same are acceptable to you, kindly confirm your acceptance of this offer by signing in the appropriate place and returning it to the HR Department.

We look forward to working with you to build a successful business.



TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, the words and expressions hereunder shall have the following meaning:
 - "Appointment Letter" shall mean the letter dated June 3, 2019 issued by the Company to the Employee, appointing him as an employee of the Company.
 - "Affiliate" in relation to the Company, shall mean any other entity, directly or indirectly, controlling, controlled by or under common control with the Company.
 - "Basic Salary" shall mean such salary prescribed as a Basic Salary in the Appointment Letter, as revised by the Company from time to time.
 - "Company" shall mean AT&T Global Business Services India Pvt. Ltd.
 - "Date of Appointment" in relation to an Employee shall mean the date on which such Employee is appointed as an Employee of the Company or such other date as mentioned in the Appointment Letter as the date of appointment.
 - "Employee" shall mean such person who has assumed his duties as an employee of the Company in terms of any letter of appointment or otherwise.
 - **"Employment Agreement"** shall mean the agreement relating to the employment of the Employee with the Company, as evidenced by the Appointment Letter or otherwise, on terms and conditions set forth herein and in such other documents mentioned hereunder or in the Appointment Letter or any other document.
 - "Employment Period" in relation to an Employee shall mean the period commencing from the Date of Appointment till such time that the Employee ceases to be in the employment of the Company.
 - "Probation Period" shall mean such period of probation specified in Section [5.1], as extended or reduced by the Company in terms thereof.
- 1.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.
- 1.3 The headings to the Sections are for convenience only and shall not affect the construction or interpretation of the Employment Agreement.
- 1.4 Annexures and Schedules mentioned hereunder shall be deemed to be integral part of the Employment Agreement.
- 1.5 Section 13 and 15 will survive the termination or expiry of the Employee's employment.

1A. BACKGROUND CHECK

1A.1 The employment is conditional upon completion of a background check of the Employee carried out by the Company. The Company shall at all times have the right to carry out background checks on you, which shall include but not be limited to a verification of all the documents and information provided by you. As a result of the background check (including any reference checks), if any information or documents supplied by you are found to be false or misleading, the Company may then terminate the Employee's employment without providing any notice or pay in lieu thereof, and this Employment Agreement shall be rendered null and void with immediate effect, and you will be liable to repay all expenses borne by the Company towards your hire, relocation, on-board training, travel etc as well as all any amounts paid to you, whether by way of Base Salary or monthly/annual allowances or flexible salary or otherwise.



1A.2 Notwithstanding the aforesaid clause and without prejudice to the same, in case any information or documents supplied by you are found to be false or misleading, the Company shall also be entitled to the remedies as set out in Section 10 below.

2. REMUNERATION

2.1 Basic Salary

In consideration of services to the Company, during the Employment Period, the Employee shall receive the Basic Salary payable in equal monthly installments in arrears on last working day of relevant month or in accordance with the Company's then-current payroll practices applicable.

2.2 Allowances/Flexible Salary

The Company shall provide the Employee allowances, flexible salary in accordance with the Employee's eligibility and the Company's policies in this regard, as amended from time to time. The applicable monthly/ annual allowances, flexible salary which may be payable to the Employee on the Date of Appointment shall be provided to the Employee on the date that the Employee joins work. Detailed policies / procedures / rules and regulations governing such monthly / annual allowances, flexible salary will be given to the Employee after he joins work.

2.3 Salary Review

The Company shall review salary and other entitlements of the Employee on a periodic basis as per the prevailing practice in the Company. In conducting such review, the Company shall take into account such parameters as it may consider appropriate, including, but not limited to, the market factors and job performance of the Employee and the Company may, in its sole discretion, make any necessary or desirable adjustments to his emoluments.

2.4 <u>Withholding Tax Requirement</u>

All payments made to the Employee by the Company in connection with his employment with the Company, shall be subject to the withholding of taxes as required under applicable laws. Notwithstanding anything to the contrary contained herein, the Employee shall be liable for any income tax and all other applicable taxes arising out of the payments received by the Employee by way of remuneration or otherwise from the Company.

2.5 <u>Deductions</u>

The Company shall be entitled to make deductions from the Employee's remuneration (including the Basic Salary or any allowances, Flexible Salary payable to the Employee) including, but not limited to, the following items viz.:

- (i) Any overpayment of remuneration or expenses or payments made to the Employee by mistake or misrepresentation. The Employee shall notify the Company as soon as he/she becomes aware of any such overpayment and forthwith refund the excess amount to the Company;
- (ii) Any amount owed by the Employee to the Company including any advances paid to the employee;
- (iii) Any other deduction mandated or permissible under law, including without limitation, any contribution towards provident fund.

3. SCOPE OF WORK

3.1 The Company reserves the right to make reasonable changes to the duties and responsibilities and work location and assign such other functions and services to the Employee, from time to time, in connection with the business of the Company, as the Company considers necessary or appropriate. Further, the Company reserves the right to make reasonable changes to any term or conditions of employment, including among other things, his working hours.



- 3.2 During the Employment Period, the Company may, at any time, in its sole discretion, transfer, depute, second the Employee to any other department or location or to any of its Affiliates or to any other entity with which the Company or its Affiliates have a business relationship, in India or abroad.
 - 3.2.1. Unless otherwise notified by the Company, on the happening of such transfer, deputation, secondment, as the case may be, the terms and conditions governing the employment shall be those applicable at the location to which the Employee has been transferred or those applicable to employees of the Affiliate or other entity to which the Employee is so transferred, deputed or seconded, as the case may be.
 - 3.2.2 On the happening of such deputation or secondment, the terms and conditions governing the employment shall be those as were applicable to him in the Company ("AT&T Global Business Services India Pvt limited") immediately prior to such deputation or secondment.
- 3.3. The Employee shall, during the Employment Period, perform and discharge faithfully and to the best of his ability, all the duties and obligations, which may be assigned to him from time to time by the Company or by any such Affiliate or entity to which he may have been transferred, deputed or seconded.

4. COMPANY POLICIES AND CODE OF CONDUCT

- 4.1 The Employee should at all times, be aware of and updated with any and all policies of the Company as set out in the Employee Handbook, Code of Conduct and all such documents of the Company, as may be applicable to the Employee and as amended from time to time. The company shall make best endeavor to communicate to the Employee, the policies and amendments thereto.
- 4.2 The Employee undertakes to comply in full with all policies and guidelines mentioned hereinabove.
- 4.3 The Employee acknowledges and agrees that any policies of the Company as may be applicable to him (including but not limited to the Employee Handbook and the Code of Conduct) may be amended by the Company at any time at its sole discretion and without any requirement to provide prior notice to the Employee. However, immediately upon carrying out the amendment(s), the Company shall notify the Employee of the same.

5. CONFIRMATION

- 5.1 The Employee will be on probation for a period of six (6) months from the date of his appointment, provided that the Company may, in certain cases, extend, reduce or waive the period of probation of the Employee, as it deems fit. The extension if any, of the period of probation will be for a maximum period of six months.
- 5.2 The Employee's employment will be confirmed at the end of the period of probation by a letter of confirmation from the Company, if his conduct and performance in the appointed position are found satisfactory during the period of probation.
- 5.3 In the event the Employee's conduct or performance or both again fall short of Company's expectations, the Company may in its sole discretion terminate the employment of such Employee during the Probation Period with a notice of thirty days to such Employee. The decision as to whether the Employee's services and / or conduct are satisfactory will be solely that of the Company and will be binding on the Employee. The Company need not be required to assign any reasons for reaching such a decision or conclusion.

6. TERM AND TERMINATION OF EMPLOYMENT

- 6.1 The Employee's employment with the Company shall continue unless terminated by the Company or the Employee, as the case may be, in accordance with the terms hereof.
- 6.2 Subject to the provisions contained in Section 6.4, either the Company or the Employee may terminate the Employee's employment with the Company, without assigning any reason whatsoever therefore, by giving two (2) month's written notice to the other Party or by giving two



month's Base Salary in lieu thereof. The Company may at its sole discretion waive all or part of the notice or allow the Employee to pay in lieu of the notice. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by the Employee without the express consent of the Company.

However, the Company may, if it deems necessary, in view of the role and responsibilities being performed by the Employee that a complete and comprehensive handover is required, refuse to relieve the Employee by accepting payment of Base Salary in lieu of notice as aforesaid. It is clarified, that for the purposes of this Section, a complete hand over shall mean and include handover of all documentation pertaining to completed and ongoing assignments and/or projects of the Employee, on-site briefing and training by the Employee to the replacement employee of the role and the responsibilities, and general handholding to ensure a seamless transition from the Employee to his replacement.

- 6.3 Due to occurrence Permanent disability which renders an employee incapable of performing his duties. The employee will be eligible for all retirement benefits up to the date of occurrence of such disability.
- 6.4 Without prejudice to the above, the Company shall have right to terminate the employment of the Employee at any time without notice or payment in lieu of notice, for cause including but not limited to the following circumstances viz.:
 - (i) If the work or conduct of the Employee is found to be unsatisfactory by the Company. The decision of the Company in this regard shall be conclusive and binding on the Employee; or
 - (ii) If any declaration given or information furnished by the Employee to the Company proves to be false or the Employee is found to have willfully suppressed any material information; or
 - (iii) If the Employee commits a breach of any of the terms and conditions of this Agreement; or
 - (iv) If the Employee is guilty of neglect, insobriety, misconduct or commits any act which, in the opinion of the Company, or according to the Code of Conduct, is contrary to the interests of the Company; or
 - (v) If the Employee engages in unethical business conduct; or
 - (vi) Breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company; or
 - (vii) Repeated failure to comply with lawful directions of the Company and its officers; or
 - (viii) habitual unauthorised absence or unauthorised absence for a period exceeding [8] days; [Note: Though there is no statutory provision that prescribes the minimum number of days for which the employee should be absent prior to termination, the model standing orders framed under the Industrial Employment (Standing Orders) Act, 1946 provide that an employer is entitled to terminate employment after unauthorized absence for a period of 8 days. This provision is usually used as a guide by companies while drafting contractual provisions. It is also relevant to note that even when such a clause is included in the employment agreement, it is essential for the Company to follow the principles of natural justice i.e. issue a show cause/charge sheet, give the individual and opportunity to respond etc. before it can terminate the services of the employee. Further, the punishment must be proportionate to the misconduct, and hence courts in India may view a termination as very harsh if the unauthorised absence is not for a significant period.]
 - (ix) Fraud, misappropriation or dishonesty in respect of the Company's property or business; or
 - (x) Commission of any act not in conformity with discipline or good behaviour or acceptance or offering of illegal gratification; or



- (xi) Any form of harassment, including sexual harassment while employed with the Company; or
- (xii) Unauthorised disclosure of confidential information of the Company; or
- (xiii) Breach of any of the Company's policies. or
- (xiv) If the Employee, at any time, is prevented from ill-health or accident or any physical or mental disability from performing his/her duties hereunder, the Employee shall inform the Company and supply it with such details as it may be required and if he/she is unable by reason of ill-health or accident or disability, for a period of 3 months or more to perform his/her duties hereunder, the Company may forthwith terminate this Agreement.
- 6.5 Notwithstanding anything to the contrary contained herein, upon termination of Employee's employment for any reason whatsoever, the Employee shall forthwith deliver to the Company, all property belonging to the Company, which shall include but not be limited to the originals and copies of any and all documents belonging to the Company (including but not limited to any letter of authority or power of attorney issued to the Employee), accounts, computer disks and printouts and all other property in possession of or under the control of the Employee, which belong to or relate, in any way, to the business, products, services of the Company and / or of its Affiliates, clients or any other entity with which the Company or its Affiliates have a business relationship.

7. HEALTH EXAMINATION

- 7.1 The Employee may be required to be examined at any time by a Doctor of the Company's choice and at the Company's expense for his medical fitness to continue in employment of the Company and his / her opinion in this regard shall be binding on the Employee.
- 7.2 The Company may, at its sole discretion, decide on what action to take if the Employee is certified as unfit, pursuant to the above examination.

8. RETIREMENT

- 8.1 The shall retire from his employment with the Company on his completion of fifty-eight (58) years provided that the Company may, at its sole discretion, elect to extend the employee's employment with the Company for such further period (beyond the aforesaid age of retirement) as it deems fit.
- 8.2 The actual date of retirement shall be the last working day of the calendar month in which the Employee reaches 58 years of age or of the extended term as aforesaid.

9. REMEDIES

9.1 In the event of any breach or threatened breach of any of the terms and conditions hereunder, including without limitation, provisions relating to non-competition, non solicitation, indemnity and confidentiality, the Employee agrees that damages may not be an adequate remedy for a breach of the Employment Agreement and that the Company shall also be entitled to equitable relief, including injunction and specific performance, without the necessity to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Employment Agreement, but shall be in addition to all other remedies available at law or in equity.

10. EMPLOYEE'S REPRESENTATIONS & INDEMNITY

10.1 The Employee hereby represents and warrants to the Company that the Employee is not subject to / party to, any covenants, agreements or restrictions including without limitation any covenants, agreements or restrictions arising out of the Employee's prior employment or independent contractor relationships, which would be breached or violated by Employee's execution of Employment Agreement or by Employee's performance of his duties hereunder. The Employee acknowledges that it is the Company's express policy and procedure to abstain from the use or



disclosure of the trade secrets and proprietary information of third parties, and Employee hereby expressly covenants that he will not, in the performance of his duties hereunder, use or disclose the trade secrets or proprietary information of third parties.

10.2 Notwithstanding anything to the contrary, the Employee understands and accepts that subject to the applicable law, in the event that any such contract, obligation or duty as aforesaid is breached by the Employee, the employment of the Employee with the Company may, at the sole discretion of the Company, be terminated by the Company without any claim for compensation or damages, but without prejudice to the rights of the Company against the Employee.

11. EXCLUSIVE EMPLOYMENT

- 11.1 During the Employment Period, the Employee shall work exclusively for the Company and shall:
 - (i) not accept executive responsibility, or any directorship, partnership or similar position in any other company / entity; and
 - (ii) not indulge, carry on, participate and / or be involved in any business or activity either directly or indirectly, through any other entity, which will, in any manner, be in competition with the business, products or services marketed or provided by the Company.
 - (iii) And not join employment with any of the Company's Clients or customer or any other entity.
- 11.2 Notwithstanding anything to the contrary contained in Clause 11.1 above, the Company may, in its sole discretion, permit or require the Employee to engage in any of the activities or take up any of the responsibilities referred to above in Clause 11.1, in relation to any Affiliate or any client or customer of the Company.
- 11.3 If the restrictions with regard to time or otherwise specified in this Section 11 are deemed unreasonable in any judicial proceeding, then the restriction shall be reduced by such degree, that such restrictions may be enforced, as is adjudged to be reasonable.

12. NON-SOLICITATION

- 12.1 The Employee covenants, undertakes and agrees that during the Employment Period the Employee shall not, except with the prior written consent of the Company, directly or indirectly:
 - (i) attempt in any manner to solicit from (a) any current client / customer of the Company or (b) any firm, association or corporation or other entity with which the Employee was in contact with or otherwise dealt with on behalf of the Company, any business of the type carried on, or proposed to be carried on, by the Company, or to purchase or sell any products or services including any product or services competing with those provided by the Company; or
 - (ii) attempt to persuade any person, firm or entity, which is a client / customer of the Company (for the purpose of this Section, client would also include potential client / customer in the sales pipeline where discussions have been held during the Employment Period and / or association with the Company with a view to conducting
 - (iii) business with the Company) to cease doing business or to reduce the amount of business which any such Client / customer has customarily done or might propose doing with the Company, whether or not the relationship between the Company and such Client / customer was originally established in whole or in part through his efforts.
- 12.2 The Employee acknowledges and agrees that the covenants and obligations as set forth in Sections 11 and 12 herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury. Therefore, the Employee agrees that the Company shall be entitled to an interim injunction, restraining order



or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Employee from committing any violation of the covenants and obligations contained in this Section. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

12.3 If the restrictions with regard to time or otherwise specified in this Section 12 are deemed unreasonable in any judicial proceeding, then the said restrictions shall be reduced by such degree, that such restrictions may be enforced, as is adjudged to be reasonable.

13. CONFIDENTIALITY AND NON-DISCLOSURE

- 13.1 For the purpose of the Employment Agreement, the term "Confidential Information" means and includes, without limitation:
 - (i) any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, intellectual property, designs, developmental or experimental work, ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, client/customer lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of the Company or any of the Company's clients, consultants or
 - (ii) licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country;
 - (iii) personnel data information and materials developed, collected or used by the personnel of the Company, information related to deals or proposed deals to be entered into by the Company, information disclosed by third parties with which the Company may have a business relationship, business practices and all other proprietary information, methods and property of the Company, whether in tangible and / or intangible form.
 - (iv) all information that is classified as restricted, proprietary and confidential as per AT&T policies related to Protection of Proprietary and Confidential information.
- 13.2 The Employee recognizes, acknowledges and accepts that during the Employment Period, he would be exposed to and have access to a substantial amount of Confidential Information pertaining to Company's business and / or the business of its Affiliates as the case may be, and / or of the clients.
- 13.3 The Employee shall not, either during the Employment Period or thereafter except in the proper course of his duties, divulge to any person whomsoever and shall use his best endeavors to prevent the unauthorized use, dissemination, publication or disclosure of any Confidential Information. The Employee shall not, either during the Employment Period and thereafter use the Confidential Information for his own benefit, or for the benefit of a third party, and will not permit such use, except with the prior, express written consent of the Company.
- 13.4 Persons providing the Confidential Information to the Employee shall include, but not be restricted to any of the following:
 - (i) directors of the Company or its Affiliates,
 - (ii) promoters / shareholders of the Company or its Affiliates,
 - (iii) authorized representatives of the Company or its Affiliates,
 - (iv) employees / officers/ trainees of the Company or its Affiliates,
 - (v) consultants appointed by the Company or its Affiliates, and
 - (vi) clients of the Company.
- 13.5 If the Employee is directed by court order or other legal or regulatory request or similar process to disclose information recorded in any documents or any of the Confidential Information, the Employee shall immediately notify the Company in writing, in sufficient detail immediately upon the receipt of such court order, legal or regulatory request or similar process, in order to enable the



- Company to make an application for an appropriate protection order. Such notice shall be accompanied by a copy of the court order, legal or regulatory request for similar process.
- 13.6 The Employee understands and agrees that the Company is providing Confidential Information to the Employee in pursuance of the Employee's unconditional undertaking contained in Section 13.3 above.
- 13.7 Disclosure of Confidential Information pursuant to this Section 13 shall, in no case, be construed as granting to the Employee, expressly or implicitly any license, proprietary title or interest whatsoever with respect to the Confidential Information prior, during or subsequent to this Agreement.
- 13.8 The Company shall bear no liability, either to any third party or the Employee, arising out of or relating to the use of the Confidential Information by the Employee for the purpose other than what it has been imparted in the first instance by the Company and any such unauthorized use of the Confidential Information shall be solely at the risk, cost and consequence of the Employee. Without prejudice to the aforesaid, it is further clarified and agreed that incase of any unauthorized use of the Confidential Information or breach of any other covenant under this Section 13, the Company shall, at all times be entitled to the remedies available to it at law and in contract, including those set out in Section 12 above.
- 13.9 The Company may require and upon such request the Employee shall execute non-disclosure letters or confidentiality undertaking / agreements (in the form acceptable to the Company) with the Company or its Affiliates or its clients or any other entity with which the Company or its Affiliates have a business relationship.

14. NETWORK AND APPLICATION USAGE

- 14.1 The Company may provide to the Employee a network / application login identity and password to enable the Employee to access the data / information / applications stored on the Company's network. The Employee undertakes not to use the network / application login identity and password except for the purpose of performing his / her duties and responsibilities as an Employee of the Company. The Employee shall not in any manner discuss or divulge the network / application login identity and password or any other information which the Employee gains from the Company's network, to any third person including any other employee of the Company.
- 14.2 The Employee shall not attempt to gain access to network / application login identity or password of any other employee of the Company.
- 14.3 In the event the confidentiality of the Employee's network / application login identity or password has been breached or compromised, the Employee shall immediately contact the Company's network department for being assigned a new network / application login identity and password.

15. RIGHT TO INVENTIONS

- 15.1 For the purpose of this Section the term 'Invention' means any discovery, invention, original work of authorship, improvement, modification, adaptation, process, formulae or technique, whether patentable or not and including works which can be protected under the applicable copyright laws.
- 15.2 The Employee agrees that the Employee shall promptly make full written disclosure of all Inventions which the Employee may solely or jointly conceive or develop or which arises out of, or is in any way connected with his employment with the Company. Such Invention and all intellectual property rights therein shall be and remain the sole and exclusive property of the Company. The Employee shall not during or at any time after the completion, expiry or termination of employment in any way question or dispute the ownership of the Company over such Invention or any such rights relating thereto.
- Both during and after the Employment Period with the Company, the Employee shall assist the Company in every possible and proper way, without additional compensation other than



reimbursement of reasonably incurred expenses, to obtain / register the intellectual property rights as aforesaid in favour of the Company, in any and all countries selected by the Company.

- 15.4. All intellectual property created by the Employee shall be regarded as having been made under a contract of service.
- 15.5 In consideration of employment with the Company, the Employee hereby transfers and assigns in favour of the Company, all rights, title and interest in and to all the intellectual property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free
- Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee further acknowledges and agrees that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Employee also agrees to assist and cooperate with the Company in perfecting the Company's rights in the intellectual property.
- 15.7 The Employee agrees that at the time of leaving the employment of the Company, the Employee shall return to the Company and will not retain keep in his / her possession, recreate or deliver to anyone else, any and all devices, records, data notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or any other material relating to the Inventions. All such devices, records, data notes, reports etc. as aforesaid relating to Inventions shall also form part of Confidential Information.

16. GOVERNING LAW, JURISDICTION AND DISPUTE SETTLEMENT

16.1 This Agreement shall be governed by the laws of India. The courts at [please insert place] shall have the exclusive jurisdiction over all disputes or claims between the Employee and the Company under this Agreement.

17. EMPLOYEE DATA

The Employee hereby irrevocably consents to the Company holding and processing, both electronically and manually, any information/data it possesses or collects in relation to the Employee in the course of or in connection with his employment the Company. The Employee further consents to the transfer, storage and processing by the Company of such data outside India, where the Company or any of its affiliates/associates may have offices.



ANNEXURE - I

You will be also entitled to the following allowances, applicable to your Grade.

FLEXIBLE SALARY

You will be entitled to make claims mentioned in Compensation and Benefits Handbook within the overall limits as per your eligibility and Company policy, and any subsequent amendments. Deduction of tax at source will be as per the Income Tax Act and Rules, and any subsequent amendments.

PROVIDENT FUND, GRATUITY

You will be entitled for Provident Fund (12%), Gratuity (4.81%) as per the Company rules in force from time to time, and any subsequent amendments.

INSURANCE

You will be entitled to Personal Accident insurance for yourself as well as Hospitalization Insurance for yourself, spouse, dependent children and parents, for which premium will be paid by the Company.

AT&T International Company Performance Incentive Plan

If you are not in a sales incentive plan, you will be eligible for the target payout on achievement of established objectives as per the company Bonus plan.

NON-DISCLOSURE

Please note that this offer and the details contained herein are strictly private and confidential and are not to be disclosed to any third party. This information is governed by the AT&T Code of Conduct section 4 of your offer letter.



ANNEXURE – II

AT&T Global Business Services India Pvt. Ltd.		
Name: Senthil Vel Murugan		
Position: Technical Specialist, Network Operations		
BU: Global Customer Service (Managed Services)		
Grade: PROA4		
Annual Compensation Figures (in Indian Rupees)		
Basic Salary	560000	Basic salary
Flex Salary	700000	Basic * 1.25
Base Salary (Annual Total Cash) *	1260000	Basic + Flex Salary
Company Performance Incentive (CPI)	113400	AT&T Bonus (Employees not on Incentive Plan) / Balance Incentive (Employees on Incentive Plan)
Total Target Cash (TTC)	1373400	Annual Base Salary + Balance Incentive/AT&T CPI
PF	67200	12% of Basic
Gratuity	26936	4.81% of Basic
Insurance Premium**	46450	Approx. Total Amount
Total Retirals + Insurance	140586	PF + Gratuity + Insurance
Total Investment in Rupees	1513986	TTC + PF+ Gratuity+ Insurance

^{*} Annual Total Cash:

This amount is the Annual Base Salary

AT&T compensation and benefit plans are subject to change at company discretion. Any changes to policies, programs or benefits will be communicated to all impacted employees. If you have questions with respect to the pay elements, please contact local HR.

^{**} Approximate amount will vary as per individual factors