

Date - July 10, 2015

PRASHANT KUMAR

Flat No. 05, Samarth Residency, Aundh Pune,
Allahabad Bank Street Medipoint Hospital
Pune - 411007
Contact Number - 9096335423

IBM India Private Limited
Manyata Embassy Business
Park,
G2 Block,
Nagwara Outer Ring Road,
Bangalore - 560045, India.
Tel : 91-80-43039999
Fax: 91-80-49142409
www.ibm.com/in

Dear PRASHANT KUMAR,

We are pleased to offer you the position of Senior Operations Professional , in band 04 . Attached are the specific terms and conditions of our offer, please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e .13. August 2015 . Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Respond via email to offsodel@in.ibm.com, to communicate acceptance of the offer and to confirm your joining date. Please note that if you do not send your acceptance to the email ID, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be sent to offsodel@in.ibm.com at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- Report to

IBM India Pvt Ltd.

TR003, IBM Embassy Techzone,Dynasty Developer, Plot no.3 Wing B,Rajiv Gandhi Infotech Park, Phase2,
Hinjewadi Pune – 411057

on the joining date at 9:00 a.m. Please note that it is important to be on time to complete the joining formalities. If you arrive late, you will not be allowed to join and must reschedule your joining date.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you, (ii) 2 self photographs (passport sized, color photos with a white background), (iii) the originals and 2 sets of photocopies of the following mandatory documents:

- Education degree certificate and all year mark sheets for the highest degree attained. Photocopies should include both front and back sides of the certificate.
- Relieving letter or Service Certificate from your three most recent employers. Include your employee number with such previous employer(s).
- Proof of identity. Bring 3 sets of photocopies of any one of the following documents: passport, driving license, voter's identification card or PAN card.
- Copy of Passport - if you do not have a passport then kindly apply for a passport immediately and carry the acknowledgement on the day of your onboard.
- Copy of PAN Card - if you do not have a PAN card then kindly apply for one immediately and carry the acknowledgement on the day of your onboard.
- If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filed & signed.
- If you have ever changed your name at any point of time, and for any reason whatsoever, please bring supporting documents for the same.
- Valid Indian Work Permit, if applicable.

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* Please note that all of the above documents are mandatory and you will not be allowed to join without them.
Please contact us via offsodel@in.ibm.com for any queries regarding your employment offer.

We believe no IBM employee should be alone in the effort to succeed - for the company, for a client, or for oneself. We proudly offer Succeeding@IBM, a multifaceted support system that enables all new IBM employees to learn and excel. Succeeding@IBM integrates the global resources new employees need: customised learning plans, career help, social computing tools, and access to subject matter experts.

You don't have to wait until your first day at IBM to begin learning about your new company and how we work with others across the globe. You will receive an invitation via e-mail to join Soon 2 B Blue, IBM's exclusive community for people who have accepted positions at IBM but haven't started their jobs yet. And today, you can go to www.ibm.com/employment/prehirelearning to begin your Succeeding@IBM journey. If you have any questions on the programme, please contact soonblue@in.ibm.com.

Please visit the website www.ibm.com/in/careers/youandibm for more information on starting at IBM India. Authentication code is start@IBM.

The Royal Blue Ambassador program is designed to help assist new joiners with their initial transition into IBM. As a part of the program post your joining, you will receive information about your dedicated Royal Blue Ambassador (RBA) who will meet you at your joining/onboarding location on your date of joining.

(Hussain Yasmeen) is your Regional Single Point of Contact from the RBA team to answer or direct you to the appropriate IBM officials for any questions you may have post joining the organization.

The other terms and conditions of the offer are as follows:

1. Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of onboarding, failing which you will not be permitted to join.
2. Your initial posting will be in Pune , EMBASSY TECH ZONE . However, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location.
(Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
3. Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer).
4. Your designation may be changed at the discretion of the Company depending on the work assigned to you.
5. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
6. If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
7. You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
8. Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business

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the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

9. You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
10. Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
11. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
12. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
13. You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
14. It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
15. During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business.
16. Information pertaining to IBM operations and intellectual property is confidential and you will sign a non-disclosure agreement. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
17. All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
18. If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
19. You are entitled to a Sign-on Bonus ("Bonus") as set forth in the compensation breakup given herewith. The Bonus amount may be paid in one time lump-sum payout or in installments, and will be paid to you upon joining the Company. This payment is conditional upon your being employed with the Company for a minimum period of one year from the date of your joining, unless a longer duration is specified in OTHER COMMITMENTS/CONDITIONS section. In the event of your separation or termination from the company prior to the completion of one year or the period specified in OTHER COMMITMENTS/CONDITIONS section from the date of joining (whichever is later) for any reason whatsoever, you agree that you shall return the entire Bonus to the company, inclusive of the tax deducted. The company shall also be entitled to take the Bonus into account for reconciling any amounts due to you from the Company. Any such deduction from amounts owing to you by the company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of un-recovered Bonus, if any.

The Bonus shall be subject to all statutory deductions. All applicable taxes in respect of the Bonus shall be to your account.

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20. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
21. You are required to register your profile at National Skills Registry; the addendum attached with this offer letter will provide you the information on the process of your registration. This registration is mandatory and should be completed within 30 working days from the date of joining the Company.
22. This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your onboarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.

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DATE:	July 10, 2015	MANAGER:	Gurdeep Singh
NAME:	PRASHANT KUMAR	BAND:	04
DESIGNATION:	Senior Operations Professional	WORK LOCATION:	Pune

<u>Compensation Components</u>	<u>IBM Offer (INR)</u>
1. Basic Salary	274493
2. Flexible Benefit Plan (FBP)	329392
 <u>Reference Salary</u>	
3. Retirals	
(a) Provident Fund (PF)	32939
(b) Gratuity @ 4.8%	13176
 <u>Annual Remuneration</u>	 650000

Growth Driven Profit-sharing (GDP), an annual performance-based incentive plan, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program. Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & upto Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS / CONDITIONS:

- Sign-on Bonus of INR 50700 as per the terms mentioned above.
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The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your onboarding day.

Sincerely,



Digitally signed by ROHIT
KUMAR VOHRA
Date: 2015.07.11 01:29:21 IST
Reason: Authorized Signatory

Rohit K Vohra
Recruitment Leader
India/SA

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above.
(Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

Signature: _____

Printed Name: _____

Date: _____

Date of Joining (if requesting an alternative date): _____

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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	This is valued at 120% of your Basic Salary. The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) Medical	INR 15,000/- per annum. To be used for medical expenses.
(c) House Rent Allowance	Maximum 50% of Basic Salary <i>per annum</i> . To be used for house rent.
(d) Conveyance Allowance	Maximum INR 1600/- <i>per month</i> . To be used for vehicle expenses.
(e) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which is included as a part of your Annual Remuneration denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Ten Lakh rupees (INR 1,000,000).
(c) ESIC	Until your monthly wages are upto INR 15,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Remuneration	Basic Salary + FBP + Retirals

*For detailed information please refer to Company policies, which are subject to change from time to time.

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*Other Benefits- Additional Information**

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world-wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and upto 4 children)

You and your nuclear family (Definition of nuclear family: Spouse + max. of 4 children) are covered up to INR 3 Lakh per year on a family floater basis, by default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & upto Four Children) within 45 days of joining. If you wish to do so and there will be a deduction from the salary as premium for this hospitalization coverage. For the current calendar year, the premium charged to you will be INR 1,405/- per annum. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

If you wish to opt out of participation in this policy, you may do so; please refer to the IBM Intranet for details.

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Medical Insurance cover for you will be effective by default from the date of your joining IBM India. However, you MUST enroll your dependants through online submission of details within 45 days from the date of joining for insurance coverage to be extended to your dependants.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependant (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)*

**Subject to enrolling the new dependant within 45 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 95:5%. Claims pertaining to dependants (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

Critical Illness Buffer - This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, IBM will extend an additional amount of INR 7 Lakh for required treatment.

The critical illness buffer requires management approval and is subject to the availability of funds in the Corporate Buffer of IBM India.

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Domiciliary Benefit - Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- is also provided to employees who participate in the Group Mediclaim Insurance Policy.

* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.

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G2 Block,
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To,

PRASHANT KUMAR
Flat No. 05, Samarth Residency, Aundh Pune,
Allahabad Bank Street Medipoint Hospital
Pune - 411007

Contact Number – 9096335423

Dear **PRASHANT**

You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com. To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at IBM office

Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

IBM India Private Limited

Accepted

Signature: _____

Name of the Candidate: _____ Date: _____

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