

Date: 03-11-2025

Ref: HR/OAL/BSIPL



Prakash Velusamy
Bangalore

Sub: Offer Cum Letter of Appointment

Dear Prakash Velusamy,

We have pleasure in offering you an appointment as “**Cloud Engineer II**”, in the Grade “**E12**”, based at “**Bangalore**”. This offer cum appointment is subject to your clearance of the reference checks, background verification of your credentials/ documents, your acknowledgement of acceptance of the offer cum appointment within the timeline and you joining the Company on the agreed date. In the event that either of the above are reported as negative or unsatisfactory, this letter becomes null and void since the date of issue.

This offer cum appointment letter is valid for acceptance upto **07-11-2025** and stands automatically withdrawn, thereafter unless the company extends the date through written communication.

You are requested to review and confirm your acceptance of the terms and conditions in this letter by digitally signing it and uploading the signed copy using the link provided in the email.

The terms and conditions of your appointment are as under:

1. Commencement of employment:

Your appointment will commence on **01-12-2025**. This Employment contract shall take effect from the joining date as mentioned above or as mutually agreed between yourself and the Company. Your appointment will be subject to termination by giving 2 month's notice on either side or 2 month's salary in lieu thereof.

1.1. Your appointment is subject to the reference checks and background checks which the Company may, at its discretion conduct through external empaneled agencies to validate your identity, the address provided by you, your education details, details of your prior work experience, if any, and to conduct any court records check, police verification etc. By accepting this offer you expressly provide consent to the Company for conducting such background checks.

a) If the Company is not satisfied, at its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this offer cum appointment without notice or to take any appropriate action against you, including, but not limited to termination of your employment.



Bayer Science and Innovation
Private Limited
(formerly known as Monsanto
Holdings Private Limited)
CIN: U24110MH1996PTC096340

Registered and Corporate Office:
Bayer House
Central Avenue
Hiranandani Estate
Thane (West) – 400 607
Maharashtra, India
Tel : +91 22 2531 1599
www.bayer.in



a) When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

1.2. The Company reserved the right to withdraw this offer cum appointment anytime before acceptance of this offer, without assigning any reason.

2. Compensation and other benefits:

2.1. Your CTC will be as per Annexure -1, which is part of this offer cum appointment letter, which includes details of Compensation, Incentives, Retirals, Insurance as per applicable policies and schemes of the Company; and the gratuity shown in the Cost to Company (CTC) is for calculation purposes and is payable only in accordance with the relevant Gratuity Act.

2.2. You will be entitled to the benefits of leave, in accordance with the rules of the Company in force from time to time.

2.3. Your salary is a matter of contract between you and the Company and therefore, it should be treated as personal and confidential and under no circumstances should it be disclosed or discussed with anybody.

2.4. The Company shall be entitled, subject to any laws or agreements to the contrary, at any time to deduct from your salary, any monies due from you to the Company including, but not limited to, any outstanding loans, advances and any other monies owed by you to the Company or any of its group companies.

3. Change in place of employment / kind of work:

3.1. Your appointment in the current Grade is based on an assessment of your current skills, knowledge, experience, basis the requirements of the current position defined by the Company in its job description and evaluated as per Hay's methodology. However, the company reserves the right to re-evaluate the job position on account of factors such as, including but not limited to any change in the current job, internal restructuring of the company, change in the management or internal policies of the company etc. In view of the above, your current grade may be revised accordingly, and the decision of the management will be final & binding in this regard.

3.2. Your place of posting and territory will be determined at the Management's discretion and informed to you. You may be liable to be transferred to any place of business of the Company as existing/ operating presently or acquired later in any part of India without a written amendment to this contract being necessary. You may also be liable to be deputed to any work or assigned the work of any Business Group/ Department, or any other Companies/ Concerns/ Organizations/ Firms with whom the Company may make such arrangement or agreement. You will not be entitled to any extra remuneration on account of such transfer or deputation.

////////////////



3.3. The business interests of the Company and the functions entrusted to the employee concerned may warrant travel in India or elsewhere in which case the Company shall reimburse to the executive reasonable traveling, hotel and other expenses actually incurred by him/her as per the Company policy.

4. Adherence to Company policies:

4.1 The Company believes that compliance is its license to operate worldwide. Company's employees are expected to act in accordance with laws, internal policies, voluntary commitments and ethical principles. You are expected to familiarized yourself with Corporate Compliance Policy of Company and understand the laws, regulations and other Company Policies that apply to your job responsibilities.

4.2 You are advice to initiate the transfer of your accumulated balance standing to the credit of your provident fund / pension account with the Regional Provident Fund Commissioner by submitting the online transfer request within 2 months from your joining. Send an email to pfhelpdesk-india@bayer.com if you want any assistance.



4.3 You will be required to abide by the Company's policies that may be in force at the time of your appointment and amendments made thereto from time to time. If at any time during the period of your employment with the Company, you are found dishonest or guilty of any misconduct, misdemeanor or misbehavior, you are liable to dismissal from the services of the Company forthwith without any notice or compensation in lieu thereof.

4.4 During your employment with the Company you shall not, directly or indirectly, undertake any work from any other individual, firm, company, or association of persons in any capacity or engage personally in any business without prior permission in writing from the Management.

5. Confidentiality:

5.1. You undertake not to disclose in any way to any outsider nor to any employee of the Company not specifically entitled to such knowledge any information you come to know concerning the Company, their other plants, sales groups or subsidiaries except i) any use or disclosure authorised by the Company or as required by law; or ii) or any information which is already in, or comes into, the public domain otherwise than through your unauthorized disclosure.

5.2. You are strictly prohibited to disclose to any third person or persons nor exploit in any other way, neither now nor after the end of your employment with the Company any information, which you know, or you must reasonably assume to be a business or manufacturing secret including but not limited to technical trade or business data (including manufacturing processes, technical know-how, customer information, business plans and like matters) or any other information related to business, which are necessarily confidential.

5.3. Furthermore, you shall not copy or transmit the same unauthorisedly, directly or indirectly, nor will you grant permission to assist, permit entry to, or in any manner cooperate with any person for the purposes of accessing, obtaining, copying,

transmitting or removing the above except such particulars as you may transmit on Company's request in the usual course of your business activity to the Company's competitors, their helpers, employees, agents or any persons.



5.4. You will also observe all the confidentiality measures which are in existence, or which may be enforced by the Company, from time to time, as well as directions as to confidentiality marked on any communication, document, computer hardware/software, etc.

5.5. The Company shall not be under any obligation legal or otherwise to prove to you that the said unauthorized disclosure by you as above contemplated has actually exposed the Company to irreparable harm and loss in terms of business, money, reputation, goodwill, etc; in other words, the unauthorized disclosure shall be adequate enough to prompt and activate the breach under this agreement and liability arising thereof upon you. All correspondence between you and the Company shall be treated as strictly confidential.



6. Company's Property:

6.1 Any business records, drawings, models, papers including but not limited to trade secrets or other subject entrusted to you e.g. books, preparations and samples as well as notes on business matters made by you or any other person are the Company's property. They must be kept carefully and returned to the Company on request, but in any case on the expiry of this contract.

6.2 Without the previous consent of the Company in writing at any time during the continuance of his/her employment, you shall not publish or cause to be published any publication or contribute any article or review to any newspaper, magazine or other publication whether for remuneration or otherwise on a subject in any way related to or concerning the Company's business.

6.3 Whatever material and/or information and/or training is provided to you during the course of your employment with the Company shall be used by you as per the instructions given to you in this regard from time to time for the purpose of the Company's business only and shall not be used by you for any other purpose whatsoever.

6.4 The same shall not be revealed and/or made known and/or given by you to any person other than the person/s for whom it is intended. Any lapse or violation in this regard is likely to be viewed seriously and may result in your dismissal from the company's services. Further, even after your separation from the company, you shall not divulge any secrets/ documents/ procedures or any other data that you may have come across or that was kept in your custody during the course of your employment, to any party who is not authorized to receive the same.

6.5 You undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company

7. Know -How and Inventor Initiatives :

- 7.1 You hereby assign to the Company all rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information or trade secrets developed or created by you, solely or jointly with others, during the course of performing work for or on behalf of the Company or any affiliate of the Company, or the predecessors of any such entities, even where such work for or on behalf of the Company or any affiliate of the Company, or the predecessors of any such entities, even where such work products are not the result of specific work assignments.
- 7.2 You hereby grant the Company exclusive and unlimited utilization rights to work products on intellectual property rights for all territories and objects as such work products result from your contractual assignments for our Company. You shall sign any document that the Company reasonably requires (such as deed of assignment) to record the Company's ownership of the intellectual property created by you in the course of employment, even after this employment contracts ends. Once you have left the Company, the right of access to work products or parts thereof created by you and the right to receive an author's copy are hereby expressly excluded.



8. Data Protection:

- 8.1. The Company may allow its affiliated companies or its service providers (for instance travel agents where necessary to make travel arrangements, insurance agents, banks and such other vendors/service providers) to access and process your Personal Data as part of employee general records. Personal Data shall include your name, address, photo and contact details, marital status, educational background, employment application history and sensitive personal data such as bank account details along with salary details, benefits and medical history.
- 8.2. This Personal Data may also be required to be transferred to members of the Company or its affiliates for the purpose of providing employee benefits to me in the course of my employment or for fulfilling the obligations under the relevant employment Agreement. The Company shall use this information for a variety of personnel administration and employee work and general business management purposes. *For example*, Company may need this information to administer payroll, improve and maintain the administration of employee benefits (such as leave entitlement), facilitate the management of work and employees, operate performance and salary reviews, operate Company's applications and communications systems, conduct audits and investigation, comply with record keeping and other legal obligations not restricted to the above.
- 8.3. The Company shall collect, store, process, use, disclose and/or transfer your Personal Data to members of the Company's Group and to any service provider of Company where necessary for the purposes of personnel administration and employee work and business management purposes or for being contacted by the Company, its affiliated companies or their service provider as may be required for the purpose of your employment. You have the right to access your Personal Data and seek to have it amended if necessary or withdraw your consent (unless otherwise required by law) for

the collection, use or disclosure of your Personal Data by writing to <dpo_india@bayer.com>.



9. Active employment:

9.1 You undertake to work whole-heartedly for the Company to the best of your ability and with all due care and to act in and to safeguard any interest of the Company at all times and you will not take up other paid or unpaid activities of commercial nature without obtaining the previous written consent of the Company. Any spare time employment in which you may wish to engage is likewise subject to the Company's previous written consent. You will not associate yourself or participate on your part or on the part of your next of kin in any enterprise of any competitor or business relation of the Company especially of a supplier, customer, agent or representative.

9.2 If you currently have or acquire any business interests subsequent to your appointment in the Company, you are required to disclose the same to the Company with all relevant details to consider its effect on your employment with the Company.



10. Retirement Age:

The age of retirement shall be 60 years. This contract of employment shall automatically cease to be in force, without any notice, on the date on which the employee attains at the retirement age.

11. Jurisdiction:

This contract of employment shall be construed in accordance with the laws of the India and the same shall be deemed to have been made in Thane and any dispute arising from this contract shall be adjudicated upon or decided in the first instance by the appropriate court in Thane.

Yours faithfully,

Bayer Science and Innovation Private Limited

A handwritten signature in blue ink, appearing to read "Rohit Sharma".

Rohit Sharma

HR Foundation Lead & People Partner

ANNEXURE 1: Compensation Details

Sr. No.	Components	Amount (Rs.)
1	Basic Salary	38,615.00
2	Special Allowance	15,891.00
3	House Rent Allowance (HRA)	19,308.00
4	Leave Travel Assistance	3,217.00
5	Education Allowance	200.00
6	Car Allowance	0.00
7	Petrol Reimbursement	0.00
	GROSS SALARY PER MONTH	77,231.00
A	GROSS SALARY PER ANNUM	926,772.00
	RETIRALS & INSURANCES	
8	Provident Fund	4,634.00
9	Insurance Premium	4,300.00
10	Gratuity	1,856.00
	RETIRALS & INSURANCES PER MONTH	10,790.00
B	RETIRALS & INSURANCES PER ANNUM	129,480.00
C	CTC (A+B) PER ANNUM	1,056,252.00
D**	Short Term Incentive (STI) Per Annum	92,676.00
	Total CTC (C+D)	1,148,928.00

////////////////

*. You will be eligible for Cell Phone Allowance, as per company policy.

****.** *You will be eligible for Short Term Incentive of 10% on Gross Salary Per Annum (A), based on company & Individual performance, as per company policy.*

If you decide to opt for NPS, the respective amount will be deducted from the Special allowance.

*Compensation and allowances are subject to change as per company policy
All amounts indicated in this letter are in Indian Rupees.*

I accepted
Prakash Velusamy