

Date: November 14, 2014

Ravi Chand
New Delhi–
India

Dear Ravi,

LETTER OF APPOINTMENT

Congratulations! We have pleasure in making an offer to you for the post of **Software Dev Sr. Analyst – Noida**. We expect you to join the company on or before **December 22, 2014**. You will be a part of the Dell International Services Pvt Ltd legal entity.

Dell believes in a work culture that encourages "Winning with Integrity", performance and transparency. Winning is in our DNA. Whether it is delighting customers, innovating products or engineering a new tomorrow, you will find Dell is the place for a successful career.

We believe that our employees form the basis of our success and are therefore our most valued assets. Accordingly, we have always believed in giving them the very best work environment and facilities that allows them to deliver results to their full potential. You can look forward to the same when you join us !

The other terms & conditions of your service are attached in the annexures.

We look forward to a long and mutually satisfying association with you and hope you find the atmosphere challenging and Invigorating to realize your potential

Please sign the duplicate copy of this letter and return it to us as a token of your acceptance of the terms and conditions of employment offered to you. You can hand this over to the relevant authority on the day of joining.

Regards,

A handwritten signature in black ink, appearing to read 'Savneet', with a stylized flourish at the end.

Savneet Shergill
Talent Acquisition Director

Annexure –1

Name : Ravi Chand **Position:** Software Dev Sr. Analyst–Noida **Grade:** IF

<i>Component</i>	<i>INR (Rs.) per Annum</i>
Basic Salary	284,947.00
Basket of Allowances*	427,421.00
<i>Base Salary</i>	<i>712,369.00</i>
Provident Fund	34,194.00
Gratuity**	13,706.00
<i>Total Fixed Compensation</i>	<i>760,268.00</i>
Services Bonus Plan*** (0–14% of Base Salary)	0 – 99732
<i>Annual Earning Potential</i>	<i>760268 – 860000</i>

Note: If entitled, you will be reimbursed relocation expenses as per Company policy.

*The Basket of Allowances includes components such as HRA, Medical Reimbursement, LTA and Conveyance. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

**Gratuity: Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act

***Services Bonus Plan: Dell uses variable bonuses to reward employees for their contributions to the success of the company and its clients. In addition to your base salary, you will be eligible to participate in Dell bonus plan (SBP). Dell reserves the right to vary / modify the terms and amount of your SBP at its sole discretion from time to time. The payments, under the plan, if any, are made annually and will be prorated for the number of days the employee has worked in that financial year. All terms and conditions of your employment contract continue to apply.

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 100/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

Regards,



Savneet Shergill
Talent Acquisition Director

Annexure 2

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

These terms are not exhaustive and you are suggested to keep yourself updated of the same through Dell's intranet and other communication sent to employees from time to time. By accepting the offer and agreeing to join the services of the Company, you agree with the Company as follows:

1. Work Rules & Code of Conduct

(a) Dell's Code of Conduct: The Company looks forward to the application of the best of your skills and experience, while in service. In addition, it is a condition of this offer and your acceptance that your performance will be in accordance with Dell's Code of Conduct of "Winning with Integrity" including observance of applicable legal requirements of each country in which the Company conducts business.

(b) Probation: You will be on probation for a period of six (6) months from the date of joining (the probation may be extended for a maximum period of six (6) months by the company at its sole discretion). Upon completion of 6 months from the date of joining, unless explicitly informed about extension of the probation period, you shall be deemed confirmed. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

(c) Notice Period / Pay: During the period of probation, your services may be terminated by either party giving the other one (1) month's notice or Base Salary in lieu thereof. After confirmation and thereafter, your services may be terminated by either party giving Two (2) months' notice or Base Salary in lieu thereof. The management however, reserves the right to: (?)

(i) Waive the applicable notice and relieve you immediately upon paying you the Base salary in lieu of the said notice period or

(ii) Insist that you serve the company during the notice period in full or in part thereof, instead of accepting from you, salary in lieu of the said notice period.

(d) Restraint: In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

(e) Transfer to Other Locations: Your services may be transferred to any one of our Associate/Group companies or Units in India or overseas to carry out any assignment arising out of the Company's business including transfers to any of its offices (or locations of its customers) in India or abroad on terms and conditions as applicable to such transfers. If this results in a change of your service conditions, the Company will issue you a prior communication of the same.

(f) Retirement: You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

(g) Joining costs / expenses: The Joining Costs, as defined in Annexure 3, if applicable, will be paid to you along with your first month's salary. If your employment with the Company ends for any reason within the first 12 months of joining, other than a termination without cause by the Company, you will repay to the Company, all of the joining cost paid to you or paid on your behalf.

(h) Training: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

(i) Recovery of dues: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

(j) Medical Fitness: By accepting this offer there is an implicit confirmation by you that you are medically fit to effectively perform the job for which you are being employed. You may be called upon, to undergo medical examinations, as the Management may deem necessary. In the event the examination reveals any ailment (including any physical or mental impairment) that (i) prevents or hinders you from performing your assignment effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to discharge your services with immediate effect, without any compensation or notice.

(k) Secondary employment and outside business ventures: While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

(l) Correctness of Information: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

(m) Service rules: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

2. Confidentiality Obligation

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in subparagraphs below.(?i)

(a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

(b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

(c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

(d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information.

For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.

3. Data Protection

Dell will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell or any part of Dell's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell, any other Dell company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

4. Export Compliance

(a) You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to, (i)

- (i) Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- (ii) Technical information of Dell, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compilers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- (iii) Information relating to future plans of Dell, its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.

Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell's Legal Department, or Dell's Export Compliance Organization.

5. Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding

non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

Regards,

A handwritten signature in black ink, appearing to read 'Savneet', with a stylized flourish at the end.

Savneet Shergill
Talent Acquisition Director

Acceptance

In accepting employment with Dell International Services Pvt Ltd, I hereby agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

Name & Signature

Date

RETURN THIS FORM WITH THE SIGNED OFFER LETTER

For any questions on your offer, please contact Shikha Agarwal SHIKHA_AGARWAL@DELL.COM