



07-May-2021

Micro Focus Software India Private Limited
2nd, 6th & 7th Floor- Bagmane Tech Park- Olympia Building Municipal
No 66/1, 66/1-1 & 66/1-3 C .V. RAMANNAGAR
Bangalore
Karnataka-560 093
India

Dear Ravi Kumar Ranjan,

We are pleased to offer you employment with Micro Focus Software India Private Limited (the "**Company**") at Bangalore, Karnataka as a Software Engineer.

Your date of appointment at the Company is effective from your date of joining, which shall be on 01-Jun-2021 upon your acceptance of the following terms and conditions (the "**Agreement**"). For the avoidance of doubt, no employment with a previous employer counts towards your period of continuous employment with the Company and only previous employee continuity of service will be recognised.

Job Family - SW Engineering(Systems)

Job Title - 00102K - Systems/Software Engr I

Job Level - Entry

This offer of appointment is conditional on positive feedback on your reference checks and also conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by Micro Focus or an authorized third party in Micro Focus's sole opinion. If the reference or background checks reveal any false information, misrepresentation, fraud or any information detrimental to the interest of the Company, the Company reserves the right to withdraw this offer of employment or where you have commenced work while the said reference and background checks are still being conducted, the Company reserves the right to terminate your services with immediate effect, without any compensation or liability to that effect.

The terms and conditions of your employment with the Company are as under:

1. Compensation

1.1. Basic Salary

Your internal job title will be Systems/Software Engineer and your annualized base compensation will be Rs. 800,000.00 which shall be subject to deductions at source as per prevailing statutory and income



tax laws. The details of compensation are provided in **Schedule I**.

Basic salary is base income and is a fixed part of your compensation package.

1.2. Flexible Benefits Planning (FBP)

You will be eligible to receive benefits under the FBP subject to a limit of the maximum amount specified in **Schedule I**.

FBP is that portion of your salary that can be received against specific expenses, to primarily plan your income tax liability. You have the freedom to design your salary structure within the FBP amount, based on anticipated expenses.

1.3. Provident Fund

You will be eligible to participate in the Employees Provident Fund Scheme (the “**Fund**”). The Company will make contributions (presently 12% of your basic salary) as per the applicable laws. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Fund Commissioner, wherever applicable.

1.4. Gratuity

You will be eligible to participate in the Gratuity scheme in accordance with the Company policy and the provisions of the Payment of Gratuity Act, 1972.

1.5. Company Bonus Plan

In addition to your base salary, you will be eligible to participate in Company Bonus Plan (“**CBP**”). Your annual target bonus is equivalent to 10% of your annual Base Salary. The CBP is discretionary and based on both Company and your individual performance. Your bonus will be calculated based on your annual base salary and subject to the terms and conditions of the CBP Plan.

2. BENEFITS

2.1 Insurance

2.1.1 You are eligible to participate in all of the Company's benefit programmes i.e., Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage in accordance with the policies of Company which may be amended from time to time. The annual premium will be borne by the Company.

2.1.2 You may be entitled for insurance under Employee State Insurance Act, 1948 subject to your salary falling within the prescribed limit (currently Rs.21,000 per month).

2.2 Leave

2.2.1 You are entitled to twenty one (21) days of annual leave as per the Company's leave policy. In addition to that, you will be entitled to a maximum of twelve (12) working days of Sick/Casual leave per



annum. Any leave taken shall be subject to the Company's leave policy.

2.2.2 In the event of absence from work due to sickness or accident that extends to three (3) days or more, you shall inform the Company immediately and at the Company's request, submit medical certificate.

2.2.3 Your unauthorized absence from work for a continuous period of more than thirteen (13) working days will be treated as absconding from duty and the same would be treated as voluntary abandonment of service and it shall be deemed that you are no longer interested in the employment.

3. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Work Place

3.1.1 Your principal place of work on the date of joining shall be Bangalore, Karnataka or such other place as may be designated by the Company.

3.1.2 You may be transferred to any place within or outside India at the sole discretion of the Company.

3.1.3 The Company may depute you to any work or transfer your services to any other department, branch, associate, subsidiary, affiliate or other group company or organization either in India or overseas with whom Company may enter into such agreement or arrangement depending on the exigencies of business.

3.1.4 You may be required to travel for the Company's business/training or for performance of your duties at the sole discretion of the Company.

3.2 Working Hours

You will be required to work for 40 hours a week including lunch break of one hour from Monday to Friday. However, you understand and agree that you will be required to work for additional hours depending upon exigencies of business as may be specified by the Company from time to time.

3.3 Probation

You will be on probation for a period of six (6) months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your service will be confirmed unless notified otherwise in writing. During the probation period, if your work performance is found to be unsatisfactory, the Company reserves the right to extend the probation for a further period or terminate your employment with one month notice in writing or payment of one month's salary in lieu of notice period without incurring any other obligation or liability towards the termination.

3.4 Retirement

You will retire from the Company on the last day of the month on attaining the age of sixty years.



3.5 Notice for Separation/ Termination

3.5.1 Subject to clause 3.3 above, either party may terminate this Agreement, with or without cause, by giving to the other a notice of two (2) months in writing ("**Notice Period**"). The Company, however, reserves its right to terminate this Agreement with immediate effect by paying you two (2) months' salary in lieu of the written notice.

3.5.2 Your position with the Company calls for mandatory compliance with the Notice Period unless waived by the Company in writing. Your termination of employment without compliance with the Notice Period shall be treated as a material breach of this Agreement and the Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two (2) months' salary.

3.5.3 Without prejudice to and notwithstanding the above, your employment with the Company here under may be terminated immediately by the Company without any requirement of prior notice and without incurring any obligation or liability towards termination, if at any time in the sole and absolute discretion of the Company:

you commit any serious or repeated or continual breach of any of your obligations under this Agreement or as set out in the policies and procedures of the Company; or you are guilty of any misconduct or neglect in the discharge of your duties under this Agreement; or by your actions or omissions, you bring the name or reputation of the Company or management officials into serious disrepute or prejudice the interests of the business of the Company; or by your actions or omissions, there are grounds for the summary termination of your employment.

3.5.4 In any event of separation of your services, you agree to sign and deliver **Separation Certificate**.

3.6 Conflict of Interest

Your position with the Company calls for your whole-time employment and you will devote yourself exclusively towards the business of the Company. You will not take up any other work for remuneration (either part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business or assist any person or entity without written permission from the Company.

3.7 Code of Conduct

On acceptance of this offer, you will be subject to the Company's Code of Conduct ("CoC") and relevant policies. Adherence to the CoC and all related policies including subsequent changes, is required of all employees. The Company's CoC requires you to honor any agreements with your previous employers, including obligations regarding the disclosure or use of proprietary information as may be applicable.

3.8 Non-Disparagement

You agree that you shall refrain from making any oral or written statement or publish or broadcast any statements that disparage the Company including its associated companies or affiliates, including without limitation, its business strategy, products, management, officers, directors or employees.



3.9 Non-compete and Non-solicitation

3.9.1 You agree and undertake that during the term of this Agreement and for a period of twelve (12) months thereafter, you shall not, directly or indirectly, on your own account or as an employee, officer, director, agent, consultant or be connected in any manner with or render services or advice any business whose products, services or activities compete in whole or in part with the products, services or activities of the Company.

3.9.2 You agree and undertake that during the period of twelve (12) months from the date of termination of your employment, you shall not solicit or entice or endeavor to solicit or to entice or attempt to influence directly or indirectly any employee of the Company or solicit or entice away from the customer any employee, director, client, dealer, vendor or business associate of the customer or solicit or persuade any customer of the Company to cease or reduce doing business with the Company.

3.10 General Conditions

3.10.1 Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations of the business unit to which you are assigned to. You may be required to work from any location for additional hours and on shifts including the night shift, as may be specified by the Company from time to time.

3.10.2 You will be governed by all the Company's rules and regulations and such other practices, systems, procedures and policies which may be framed or amended by the Company from time to time. The Company may at its sole discretion change any of its rules and regulations at any time to meet the exigencies of its business.

3.10.3 You must execute the **Agreement Regarding Confidential Information and Proprietary Developments** with the Company at the same time as your acceptance of this Agreement and shall be bound by the terms and conditions contained therein.

3.10.4 In the event that any provision of this Agreement is held to be void, voidable, and unlawful or for any reason unenforceable by a court of law, the remaining portions of this Agreement shall remain in full force and effect.

3.10.5 No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by both parties or by a duly authorized officer or agent of such parties.

3.10.6 The Agreement shall be governed by the laws of India and Courts in Bangalore shall have exclusive jurisdiction with regard to any issue arising out of this Agreement.

At Micro Focus, we are very excited about our challenging and rewarding work environment. You will be an important part of our leading global information technology company and part of a culture that is driven to improve and outperform.



We welcome you to join us in this exciting journey.

Schedule- I

Details of Remuneration Package

Annualized Compensation & Benefits Statement – Schedule- I

All figures are INR per annum

(A) Basic Salary Rs 320,000.00

(B) Flexible Benefits Plan Rs 426,208.00

(C) Retirals Rs 53,792.00

Provident Fund @ 12% of Basic

Gratuity @ 4.81% of Basic

Total Cost to Company Rs 800,000.00

Flexible Benefits:

The following will be the elements of the flexible pay. Please note some of these components may be added or removed from the flexible pay basket based on income tax rules in force from time to time. You have to declare the component you would like to allocate on your joining / at the beginning of the financial year subsequently. You will be provided with more details on this on your joining. Employees are liable to provide proof in the event of an evaluation by Income tax authorities and Micro Focus is not liable for any tax queries from the department.

1. **House Rent Allowance:** Maximum Limit (per annum) - 60% of Annual Basic
2. **Leave Travel Allowance (LTA):** Maximum Limit (per annum) - 20% of Annual Basic subject to a maximum of Rs.200,000
3. **Children education Allowance:** Maximum of 2 dependent children (Per child per month Rs.100): Maximum Limit (per annum) - Rs.2,400
4. **Children's Hostel Allowance:** Maximum of 2 dependent children (in case children are in a hostel): (Per child per month Rs.300): Maximum Limit (per annum) - Rs.7,200
- 5.a **Company Car Program :** Maximum Limit (per annum): Lease rental as per vehicle of choice
- 5.b **Fuel expense reimbursement towards Company Car:** Maximum Limit (per annum) : Rs.160,000
- 5.c **Fuel expense Reimbursement towards Own Car:** Maximum Limit (per month):1800/2400 based on CC of the vehicle

*Employees can purchase a vehicle under Car lease program as per your eligibility. The tenure of the lease is a fixed term of 3 & 4 years from the date of delivery.

6. **Food Coupon:** Maximum Limit (per annum): Rs.26,400 Sodexo Card.



7. **Bonus/Exgratia:** For those earning a basic salary up to Rs.21, 000/-pm advance Bonus is paid towards payment of bonus payable under the Payment of Bonus Act, 1965.

Those having a basic salary above Rs.21, 000/-pm this amount will be treated as an ingratiate amount is fixed as 3000/-pm and this is part of Cost to company.

8. **Data Charges:** Maximum Limit (Per month) up to Rs.1,500. Flexible working hours subject to the Business requirement and Manager approval.

9. **Professional Development Allowance:** Maximum Limit (per annum): Rs. 50000. This benefit is intended to enhance employee learning related to the work of the employee only.

10. **Personal Pay through Payroll:** Balance of the FBP after the declaration. Maximum Limit (per annum): 100% of FBP less Exgratia/Bonus.

11. **Voluntary Provident Fund Contribution:** The VPF contribution can be changed only from the beginning of a financial year. However, changes in between the financial year is not possible.

Change can either mean increase/decrease in the rate of contribution. The contribution to VPF should be a certain % of wages (i.e., Basic Salary) and not a fixed amount.

US Export Controls on Technology Transfer

Micro Focus Employee Letter of Assurance

I acknowledge that during my work for Micro Focus International PLC (MF) I may, directly or indirectly, receive or access software and/or technical data which MF has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. (15 CFR - Part 740.6 – License Exceptions TSR)

This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Cambodia
China (PRC)
Georgia
Iraq
Kazakhstan
Korea, North
Kyrgyzstan
Laos
Libya



Macau
Moldova
Mongolia
Russia
Tajikistan
Turkmenistan
Ukraine
Uzbekistan
Venezuela
Vietnam
Yemen
Cuba
Iran
Korea, North
Sudan
Syria

Agreement Regarding Confidential Information and Proprietary Developments

THIS CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is entered on this 07-May-2021 by and between **Micro Focus Software India Private Limited** (the “**Company**”), and Mr./Ms. Ravi Kumar Ranjan (“**Employee**”). In consideration of the commencement of the Employee’s employment and the compensation paid to the Employee, the Employee hereby acknowledges and agrees with the Company as follows:

1.General. During my employment with the Company, I may have access to and become familiar with various trade secrets, confidential and proprietary information, training, and/or customer contacts belonging to the Company, its affiliates and customers to assist me in performance of my duties. You shall acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company, its affiliates and customers, as the case may be. You shall agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever or to divulge such information to any person, partnership, corporation or entity other than those expressly designated by the Company, unless such employee is compelled to disclose it by judicial process.

2.Confidential Information. This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter “**Confidential Information**”) which is acquired or produced by me in connection with my employment by Company. the term “Confidential and Proprietary Information” means the following:

A. Company Internal Information which includes but is not limited to:

i. Customer information, such as any compilation of past, existing or prospective customers, customers’



proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences.

- ii. Tax records, financial information, such as the Company's earnings, assets, debts, prices, pricing structure, estimates, volumes of customers.
- iii. Employee/personnel database, any information or data pertaining to or in relation with the past and current employees of the Company
- iv. Transaction details such as names or address, terms of services, procurement requirements, contracts of particular transactions, or related information about potential customers; marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions.
- v. Vendor and service provider information, prices and terms at which procurement are made by the Company.

B. Technical Information which includes but is not limited to:

- i. All technical data, information concerning databases, research, product plans, products, services, trade secrets or know-how.
- ii. Information relating to developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, tooling, prototypes, sketches, models, drawings, samples.
- iii. Information relating to trade secrets, confidential knowledge, data.
- iv. Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

C. Business Information which includes but is not limited to:

- i. Business plans, mechanisms, business related functions, activities, business systems, processes and services.
- ii. Trade secrets, business strategies, marketing strategies, methods of operation and market information.
- iii. Other valuable information, confidential information and trade related information relating to the business and activities of the Company and useful or necessary for the success of the Company's business and activities.
- iv. I further certify that I have fully and completely complied with the terms of the Employment Agreement signed by me

3. Non-disclosure: Abiding by the Company Confidential Information Policy, I specifically agree that with regard to the following:

- a) To use such information only in the performance of Company duties.



- b) To hold such information in confidence and trust; and
- c) To use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company. I further agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

4. Proprietary Developments. This Agreement also concerns inventions and discoveries (whether patentable or not), designs, works of authorship, mask works, improvements, data, processes, computer programs and software ("**Proprietary Developments**") that are conceived or made by me alone or with others while I am employed by Company and relate to the research and development or the business of Company, or result from work performed by me for Company, or that developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- a) To disclose them promptly to Company.
- b) To sign any assignment document to formally perfect and confirm my assignment of title to Company.
- c) To assign any right of recovery for past damages to Company; and
- d) To execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

5. Respect for Rights of Former Employers. I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my



Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

6. Work Product. The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

7. Company Property. I undertake not to remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to the Company unless the Company gives written permission to retain the same.

8. Protective Covenants. I agree that during my employment and for a period of twelve (12) months following the termination of my employment with Company, I will abide by the following Protective Covenants:

a) No Conflicting Business Activities. I will not provide services to any Competitor in any role or position as an employee, consultant, or otherwise or engage in activities either directly or indirectly that would involve Conflicting Business Activities.

b) No Solicitation. I will not either in person or in conjunction with others knowingly solicit or induce or attempt to solicit or participate in soliciting or communicating with :

i. Any customer of Company in pursuit of a Competing Line of Business

ii. Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company or work with me or any other person or entity; and

iii. Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company.

The above terms are defined as hereunder:

"Competitor" means an individual, corporation, other business entity or separately operated business unit of an entity that engages in a Competing Line of Business. **"Competing Line of Business"** includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business). **"Conflicting Business Activities"** means job duties or other business-related activities in India or in any other country where the Company business units in which I work do business, or management or supervision of such job duties or business-related activities, if such job duties or business-related activities are the same as or similar



to the job duties or business-related activities in which I participate or as to which I receive Confidential Information in the last two years of my employment with Company.

“Company Employee” means an individual employed by or retained as a consultant to Company or its related corporations. **“Company Supplier”** means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

9. Enforcement. For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

10. Notice of Post-Employment Activities. If I accept a position with a Competing Business within the period of time covered by the Protective Covenants in Section 8, I will promptly give written notice to the senior Human Resources manager for the Company business sector in which I worked, with a copy to Company’s General Counsel, and will provide Company with the information it needs about my new position to determine whether such position would likely lead to a violation of this Agreement (except that I need not provide any information that would include the Competitor’s trade secrets).

11. Relief and Extension. I understand that on violation of this Agreement including the Protective Covenants, Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (ii) recovery of attorneys’ fees and costs incurred by Company in obtaining such relief where allowed by law; and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies which may apply. I agree that on violation of any provisions stated in the Protective Covenants, the time period will be extended by one day for each day of violation which may extend to a maximum time period originally prescribed for the same.

12. Severability, Authority for Revision, Assignment and Governing Law. The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company’s goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I may have entered with Company relating to Confidential Information or Proprietary Developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties’ heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be



assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

13. Acceptance by Company. A counterpart of this Agreement has been executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

14. Acceptance by Employee. By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

A handwritten signature in black ink, appearing to read "Uttam Kumar Sanghi", written over a horizontal line.

Uttam Kumar Sanghi
APJ Talent Acquisition Leader

Signature: *Ravi kr. Ranjan.*

Email: rk.ranjan96@gmail.com