



ADP Private Limited

Regd. Office: 6-3-1091/C/1, Fortune-9, Raj Bhavan Road, Hyderabad - 500 082
Phone: +91 40 6757 0000, Fax: +91 40 6757 3333

April 10, 2015

To,

Mr. Sandeep Desai

Pune

Associate ID - 271806

Re : Transition of Employment from ADP Private Limited to CDK Global (India) Private Limited

This is with reference to the global spin off of the Dealer Services Division from ADP to CDK Global which, for the most part, took place in September 2014. The transfer of the Indian part of the Dealer Services business is scheduled to formally take place on 1-May-2015 (hereinafter referred to as the "Transfer Date").

In connection with the spin off, a new legal entity has been created in India in the name of CDK Global (India) Private Limited (hereinafter referred to as "CDK India") to which the Indian Dealer Services business will be transferred. You have been identified as the associate supporting the CDK India business and hence your employment will be transitioned from ADP Private Limited (hereinafter referred to as "ADP, India") to CDK India with effect from the Transfer Date. This transition of your employment shall be safeguarded through the following terms and conditions:

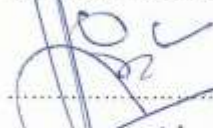
- (a) The terms and conditions of your employment shall not be less favourable than those applicable to you immediately before the transitioning of the employment to CDK India; and
- (b) On your transfer, your service shall be deemed to be continuous and you shall be entitled to all the long term benefits as shall apply to you on the Transfer Date.

Further, all the long term benefits accrued in your name up to the Transfer Date shall be transferred to CDK India. In case of any previous commitments being made by you in favour of ADP, India by signing any Agreement with ADP, India and/or benefitting from any policies of ADP, India which requires certain obligations from you, the benefits of such obligations shall be transferred in favour of CDK India and you shall be required to fulfill those commitments with CDK India.


Any stock related benefits shall be transferred from existing ADP stocks to CDK Global stocks on the basis of the prevailing rate on the effective transfer date and as per the formula derived for the purpose.

Please sign and return the copy of this letter confirming your acknowledgment and acceptance to the terms and conditions of this letter. ADP, India takes this opportunity to thank you for the support and co-operation you have extended during your employment with ADP, India and wishes you continued success and prosperity with CDK India.

For and on Behalf of ADP Private Limited


.....
(Vipul Singh) **
Vice President & Head of HR

Read, Understood and Accepted


.....
Associate Name: Sandeep M. Desai
Date: 15/4/2015



CDK Global (India) Private Limited

Regd. Office: Indira Devi Complex, 2nd Floor, No. 20, Gopalakrishna Street,
Pondy Bazaar, T.Nagar, Chennai, Tamil Nadu - 600 017. CIN: U72900TN2014PTC096861

To,

Date: 10th April, 2015

Sandeep Desai
Pune

Associate ID : 271806

You are aware that as part of its strategy, ADP has separated its Dealer Services business from its Human Capital Management business. The Dealer Services business has become known as CDK Global which is also a company listed on the NASDAQ stock exchange in the United States.

We welcome you to CDK Global (India) Private Limited (CDK India) upon your transfer from ADP Private Limited, effective 1st May 2015.

All the terms and conditions of your current employment will remain unchanged upon transition to CDK India. All of your long term benefits including but not limited to Leave, Provident Fund, Gratuity etc. shall be carried forward and your employment with CDK India shall be considered as continuity of the services.

Please sign a duplicate copy of this letter confirming your acceptance.

Your continued contribution is important to ensure our sustained success and growth.

Sincerely,

Accepted,

A handwritten signature in blue ink, appearing to read "Reddy Malledi".

Reddy Malledi
Director
CDK Global (India) Pvt. Ltd.

A handwritten signature in blue ink, appearing to be a stylized "S" followed by "Desai".



CDK Global (India) Private Limited

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Pondy Bazaar, T.Nagar, Chennai, Tamil Nadu - 600 017, CIN: U72900TN2014PTC096861

December 24, 2015

(To Whomsoever it May Concern)

This is to certify that Mr. Sandeep Maganbhai Desai has been a part of our organization from October 01, 2012 to December 24, 2015.

He was employed as Analyst at the time of leaving the organization.

Regards,

For CDK Global (India) Private Limited.

A handwritten signature in blue ink, appearing to read "Ramachandran", written over a horizontal line.

(Ramachandran Subramanian Chittur)
Manager - Human Resources



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December 24, 2015

Mr. Sandeep Maganbhai Desai,
Associate Id - 271806
A-302, Atharva Garden Society,
B/h Rakshaknagar Phase-2,
Opp. Durgaa Mata Mandir, Kharadi Bypass
Pune-411014
Maharashtra

Dear Sandeep,

This is in reference to your resignation letter dated October 28, 2015. This letter confirms the following details of your employment with us.

Date of Joining: October 01, 2012

Last Working Day: December 24, 2015

Last Designation: Analyst

You agree that no amount is due owing to you from CDK Global (India) Private Limited. Your benefits (including any insurance coverage you were eligible for during your employment) have been terminated as of December 24, 2015.

In consideration of the foregoing, you hereby release CDK and its affiliates from any and all claims, known and unknown, that you may have, which you, at any time heretofore, had, which you at any time, herein after, may have against CDK and/or its affiliates or which you may have otherwise in connection with your employment with CDK. Further, except where such waiver is prohibited by law, you hereby waive your right to accept any relief or recovery from any charge or complaint before any national, central, state or local court or administrative agency against CDK and its affiliates. You agree that nothing herein shall be deemed or construed at anytime or for any purpose as an admission of any liability of any unlawful conduct by CDK or its affiliates of any kind.



You confirm that you have returned to CDK all materials (tangible or intangible) in your possession, custody or control and provided to you or created in the course of your employment with CDK (including all credit or charge cards, keys and personal computers).

You agree to assist and cooperate with CDK upon reasonable request with disputes which may arise or have arisen now or in the future where you have relevant knowledge in relation to that dispute. Such assistance and cooperation may include, without limitation, attending meetings, providing statements and acting as a witness for CDK or its affiliates.

You agree that, notwithstanding the termination of your employment, some of your obligations (including, without limitation, the confidentiality obligations) with CDK under the terms of employment shall continue in full force and effect. This letter constitutes the full and complete understanding between you and CDK regarding the termination of employment.

We appreciate your impressive efforts and contributions during your tenure with us and wish you success in all your future endeavors.

Regards,

For CDK Global (India) Private Limited.

A handwritten signature in blue ink, appearing to read "Ramachandran Subramanian Chittur", written over a horizontal line.

(Ramachandran Subramanian Chittur)
Manager - Human Resources