

Rocket Software Development
India Private Limited Floor 3,
Tower D, Tech Park One
Airport Road, Yerawada Pune,
Maharashtra 411006 +91 020
40111102 CIN:
U72200KA2017FTC102998

July 8, 2021

Shrikar Milind Tare
27, Madhuvan Soc., Near Sundervan Soc., New Sama R-d, Vadodara - 390024

Subject: Employment Terms

Dear, Shrikar Milind Tare

Rocket Software Development India Private Limited ("Rocket" or the "Company") is pleased to inform you that you are hereby offered the position of : Software Engineer II , Job level :P2

You will work in our offices in IND Pune, on the following terms:

1. Compensation

- 1.1 Your total remuneration will be : 1,607,298.00 per year ("Salary").

The payment of any amounts by the Company will be subject to deduction of tax at source and other statutory withholdings as may be applicable. The detailed break-up of the Salary is provided in Annexure A hereto. You will also be eligible for the Company's standard benefit programs as applicable. The Company shall also reimburse you for any reasonable, documented out-of-pocket business expenses (i.e. business travel and entertainment expenses) incurred by you for the purpose of and in connection with the performance of the duties and responsibilities pursuant to this letter. You shall, however, only be entitled to such reimbursement upon your presentation to the Company of receipts or other statements itemizing and documenting such expenses in reasonable detail and to the satisfaction of the Company and being consistent with the Company's policies.

- 1.2 Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any future changes made therein should be treated as personal and confidential.

1.3 Rocket Corporate Bonus

You are eligible to participate in the Rocket Corporate Bonus ("RCB") as set forth in Annexure A. The RCB is an annual bonus program and an important part of your compensation. The RCB is designed to drive "One Rocket" alignment and reward individual achievement. Further details of the program and the plan document will be made available to you upon joining Rocket. Applicable payment will be made in the March payroll each year.

Please note: Rocket reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Rocket Corporate Bonus program at any time.

1.4 Benefits

You will, by default, be enrolled in Rocket's Group Medical, Life and Accident Insurance Policies, unless you choose to opt out. All benefits as outlined herein and in Rocket policies are subject to change at the Company's discretion. In addition, you will be eligible for statutory retirement benefit program offerings as mentioned in Annexure A.

2. Annual Leave

You will be entitled to earned-leave during your course of employment with the Company as per company policy, which may be updated from time-to-time. Such leave will be at a minimum in compliance with local applicable laws.

3. Probationary Period

The standard probationary period of six (6) months will apply. Your appointment will be automatically deemed to be confirmed on the last date of the probation period, unless communicated otherwise.

4. Conditions of Employment

- 4.1 Normal business hours are from 9:00 a.m. to 6:00 p.m., Monday through Friday, with appropriate breaks. You may be expected to work additional hours as required by the nature of your work assignments.
- 4.2 The Company may change your position and duties in its sole discretion. You agree that you may be required to travel to any place outside work location (within or outside India) in connection with the performance of your duties. In such case, you will be governed by the policies of that location and role.
- 4.3 The Company works on a "follow the sun" model to support our customer needs. You hereby consent, should your role require it, to working outside of normal business hours, to support the business requirements of the Company
- 4.4 Rocket encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with Rocket, you shall maintain a satisfactory level of performance at all times.
- 4.5 You agree to utilize Rockets resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to Rocket's business.
- 4.6 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 employment or business in any role or capacity.



- 4.7 As a condition of employment, you must sign and comply with the Nondisclosure, Noncompetition and Development Agreement in Annexure B which prohibits unauthorized use or disclosure of the Company's proprietary information, among other obligations. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. 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. You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes 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 rules, regulations or policies and the same shall be binding on you.
- 4.8 All employees are required to read and comply with the Rocket Code of Conduct and/or Employee Handbook and sign a statement to this effect. Any breach of the guidelines or the terms and conditions contained therein may result in the termination of your services without notice or compensation
- 4.9 Rocket provides support to our global customers from various locations in India to suit customer needs on a 24*7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift as may be decided by the management. You would be eligible to receive a shift allowance as per the shift allowance policy.
5. You may terminate your employment with the Company at any time and for any reason whatsoever after providing sixty (60) days' prior written notice. Likewise, the Company may terminate your employment at any time without 'Cause', after providing sixty (60) days prior written notice or by paying salary in lieu thereof. Notwithstanding the above, your employment may be terminated immediately by the Company at any time for 'Cause' without providing any notice or payment in lieu thereof. For this purpose, "Cause" shall be deemed to exist upon the occurrence of one or more of the following events as determined by the Company:
 - a) a breach of any term of this offer letter, the Nondisclosure, Noncompetition and Development Agreement executed between you and the Company, the Company's employee handbook and/or Rocket Software, Inc.'s rules and policies, Rocket Code of Conduct or any other agreement executed between you and the Company;
 - b) the commission by you of any act of gross negligence, fraud, embezzlement, theft or the commission of a crime involving moral turpitude (whether involving the Company or otherwise); or
 - c) the commission of any act(s) so as to bring the Company or its affiliates into disrepute;
 - d) your being convicted of a criminal offence or of an offence involving moral turpitude;
 - e) or willful, substantial and continuing neglect or inattention by you of your assigned duties or misconduct or gross negligence by you in connection with the performance of such duties.
6. In the event that you are incapacitated by ill health, accident or any other cause from performing your duties hereunder for a period of 60 (sixty) working days or more (whether consecutive or not) in any continuous period of 12 (twelve) months, the Company may terminate your employment by giving you 1 (one) month's written notice (whether or not you remain incapacitated and unable to perform your duties), provided that you will receive all benefits lawfully due to you as calculated up to the date of termination of employment.
7. 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, whereupon, Rocket may initiate appropriate action to recover assets or damages for loss arising from your unauthorised absence.
8. Your compliance with the above terms and conditions will be reviewed from time to time, and be an integral condition of your continued employment with Rocket.



9. You will retire from the services of the Company upon 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 terms and conditions of service may be modified or changed at the Company's discretion.
12. To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, will be resolved by arbitration in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996 (as amended, replaced and/or supplemented from time to time). This offer letter will be governed by the Laws of India and subject to the above, the courts in Bengaluru will have exclusive jurisdiction over any disputes in connection with your employment.

13. Acceptance and Commencement

13.1 Your employment will be effective on your joining date, Aug 9, 2021 and may be subject to change.

13.2 To confirm your acceptance of this offer, you are required to Sign and return the completed offer packet including the offer letter, signed NDA (Annexure B) and Employee Data Protection Notice and Consent (Annexure C) to hr@rocketsoftware.com within three days from receipt of this letter. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above

13.3 As part of your onboarding, you will need to provide a copy of the following documents on or in advance of your first day:

- PAN card
- Relieving letter from your most recent employer or Service Certificate or Resignation acceptance e-mail with last Working day (LWD) confirmation

On your first day of employment, please arrive at our office located at
Rocket Software Development India Private Limited Floor 3, Tower D, Tech Park One Airport Road,
Yerawada Pune, Maharashtra 411006 +91 020 40111102 CIN: U72200KA2017FTC102998
at 10:00 am on Aug 9, 2021

Please bring the following document with you:

- Signed original offer letter
- Signed NDA (Annexure B)
- Signed Employee Data Protection Notice and Consent (Annexure C).

13.4 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 with a copy to Human Resources.

14. Your appointment and continued employment at Rocket is conditional upon satisfactory reference and 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).

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.

15. If any provision of this offer letter is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof but this offer letter will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted for such invalid, illegal or unenforceable provision such other provision as will most nearly accomplish the intent of the parties to the extent permitted by applicable law.

16. This offer letter together with the Nondisclosure, Noncompetition and Development Agreement, the Rocket Code of Conduct, Employee Handbook and/or all other Company and/or Rocket Software, Inc. rules and policies, will form the complete and exclusive statement of your employment with the Company and will supersede any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by an officer of the Company.

Upon execution of this letter, you agree that you will forthwith give notice of termination of employment with the current employer and will take all steps within your power to ensure that you can start by the previously noted joining date.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

SVP, Human Resources
Chief Human Resources Officer
Rocket Software Development India Private Limited

UNDERSTOOD AND ACCEPTED BY:

Print Name:

Shrikar Milind Tare

Address:

27, Madhuvan Soc., Near Sundervan Soc., New Sama R-
d, Vadodara - 390024

I anticipate my start date to be

Aug 9, 2021



ANNEXURE A		
ROCKET SOFTWARE DEVELOPMENT INDIA PRIVATE LIMITED		
SALARY BREAKUP		
NAME :Shrikar Milind Tare	EFFECTIVE DATE :Aug 9, 2021	
Annual Compensation:	1,607,298.00 /-	
Component	Annual ()	Monthly ()*
Basic	638,298.00	53,192.00
Flexible Benefit Plan: · Leave Travel Allowance · House Rent Allowance	861,702.00	71,808.00
Base Salary	1,500,000.00	125,000.00
Statutory Amounts		
Employer Contribution to Provident Fund (PF) · 12% of Basic	76,596.00	6,383.00
Gratuity · 4.81% of Basic	30,702.00	2,559.00
Total Remuneration	1,607,298.00	133,942.00
Rocket Corporate Bonus Target Amount (% of Base Salary)	75,000.00 /- (5.00% of Base Salary)	
.		
<p>* The figures are rounded off to the nearest rupee.</p> <p>** Flexible Benefit Plan. You can plan taxes by submitting an investment plan after joining.</p> <p>+ May be subject to change.</p>		

ANNEXURE B

NONDISCLOSURE, NONCOMPETITION AND DEVELOPMENT AGREEMENT

This nondisclosure, noncompetition and development agreement ("Agreement") is made and entered into on Jul 8, 2021

BETWEEN:

I, Shrikar Milind Tare, residing at 27, Madhuvan Soc., Near Sundervan Soc., New Sama R-d, Vadodara - 390024

(hereinafter referred to as the "Employee", which expression, unless it be repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators and permitted assigns)

AND

ROCKET SOFTWARE DEVELOPMENT INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at 4th Floor, Karle Town Centre, Special Economic Zone, Nagavara Village, North West, Bay HUB 1, Building of SEZ Towers, North Taluk, Bengaluru, Karnataka - 560045

(hereinafter referred to as the "Company", which expression will, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns)

For good and valuable consideration, including, but not limited to, the Employee's employment with the Company, it is hereby agreed between the Employee and the Company as follows:

1. The Employee acknowledges that, in order for the Employee to perform the duties and responsibilities assigned by the Company, the Company must entrust the Employee with certain trade secrets and confidential information including, without limitation, the trade secrets and confidential information of its affiliates, the Company's and/or its affiliates' research and development plans; their activities and intellectual property, including, without limitation, all know-how, inventions, mask works, concepts, ideas, processes, formulae, software, software features, source codes, object codes, data, programs, other works of authorship, know-how, discoveries, developments, designs, techniques, compilations, information regarding plans for research, development and new products; their strategic plans, marketing, selling and business plans and strategies, budgets, licenses, price lists and costs, prospective or current suppliers' and customers' lists; financial, business, economic, technical, personnel, operational, commercial, management, planning and other information, data, material and expertise of whatever kind of the Company and its affiliates or of any business contact, supplier, customer of the Company or its affiliates to whom the Company or its affiliates owe a duty of confidentiality; all personal information of the stakeholders, directors, officers, personnel, customers, clients, representatives and agents of the Company and its affiliates; and all other confidential and/or proprietary information concerning the Company and its Affiliates, information deemed to be confidential by the Company which is disclosed to or accessed by the Employee by virtue of his/her employment with the Company on, before or after the date of countersigning this Agreement, and any other information which the Employee ought to know to be confidential or proprietary to the Company (collectively referred to as the "Confidential Information").
2. The Employee will not at any time, whether during or after his/her employment with the Company, use or disclose any of the Confidential Information, except as may be required in the ordinary course of his/her duties for the Company or as expressly permitted by the Company. Further, except as specifically permitted by the Company in writing, the Employee will not at any time, whether during or after his/her employment with the Company, use or disclose any third party's trade secrets or confidential information that the Company is under an obligation to keep confidential. Upon termination of the employment of the Employee, the Employee will promptly deliver to the Company all property of the Company, including, without limitation, all items constituting or reflecting the Confidential Information and will not use, make, distribute, or retain any copies thereof.

3. The Employee agrees that any invention, discovery, development, improvement, procedure, writing, work, or trade secret (collectively referred to as “Developments”) that relates to any aspect of the business of the Company or which results from any work performed on the premises of the Company or by use of the Company’s facilities, equipment or services, whether or not patentable or registrable under copyright or similar statutes in India or any other country, and which is made or discovered by the Employee individually or jointly with any other person(s) during the term of the Employee’s employment with the Company, shall promptly be disclosed to the Company and shall immediately become the sole property of the Company. The Company, as the entity for which the Development is made, shall own all right, title, and interest in and to the Development, including the entire copyright in the Development. The Employee hereby assigns to the Company sole ownership of all right, title, and interest in and to any and all Developments, including ownership of the entire copyright in the Developments, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the term of his/her employment with the Company or while working on or assigned to any project commissioned by the Company. The Employee further agrees to maintain adequate, current written records of any such Development in the form of notes, sketches, drawings, memoranda, or other written evidence, which records will be and remain the sole property of the Company.
4. The Employee recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Company if the Confidential Information is disclosed to any third party. The Employee also recognizes and acknowledges that the Confidential Information is and/or will be provided to the Employee in reliance upon him/her accepting the terms of this Agreement.
5. In consideration of the Confidential Information being made available, the Employee hereby undertakes that he/she will not, without the prior written consent of the Company, disclose any Confidential Information to any third party nor use any Confidential Information for any purpose other than in connection with the performance of his/her duties as previously authorised by the Company.
6. The restrictions on use and disclosure of the Confidential Information herein will apply whether or not the Employee is employed by the Company and/or has returned or destroyed any of the Confidential Information. However, these restrictions will not apply to any Confidential Information which:
 - (a) at the date of its disclosure is public knowledge or which subsequently becomes public knowledge other than by any breach of this Agreement or by any act or failure to act on the part of the Employee;
 - (b) is already known to the Employee (as evidenced by written records) on the date hereof and was not acquired directly or indirectly from the Company;
 - (c) is required to be disclosed by applicable law or under an order of a court of competent jurisdiction, government department, agency or supervisory or regulatory authority to whose jurisdiction the Employee is subject, in which case, prior to such disclosure, the Employee will:
 - i) immediately notify the Company of the existence, terms and circumstances surrounding such requirement of disclosure,
 - ii) consult the Company as to the proposed form, nature and purpose of the disclosure, and
 - iii) co-operate with the Company on the taking of any legally available steps to resist or narrow the scope of the requested disclosure that the Company may consider appropriate.

7. The Employee further undertakes:
 - (a) to give notice to the Company of any unauthorised use or disclosure of the Confidential Information;
 - (b) not to make, permit or solicit any announcement (including any statements to the press or press releases, whether oral or written or articles for publication), communication or disclosure concerning the Company, its business, affiliate companies or the services rendered by the Employee, without the prior written consent of the Company;
 - (c) not to copy or reproduce, in whole or in part, the Confidential Information without the prior written consent of the Company;
 - (d) forthwith upon the Company's request to return within ten days, all the Confidential Information (including all copies thereof) and destroy all analyses, memoranda or notes derived therefrom including any other written material relating to, derived from or reflecting the Confidential Information and expunge all Confidential Information from any computer, word processor or other device into which it was copied or programmed, without retaining any copies thereof and upon request of the Company, certify in writing that the Employee has complied with the obligations set forth in this paragraph;
 - (e) to certify in writing, on written demand, that the Employee has complied with all its obligations under this Agreement; and
 - (f) not to discuss, initiate or enter into any negotiations, agreement or arrangement in connection with the subject matter of this Agreement, whether oral, in writing or any other form with any person other than the Company.
8. The Employee acknowledges and confirms that notwithstanding the disclosure of any Confidential Information to the Employee, the Company shall retain title and all intellectual property and proprietary rights in the Confidential Information and the Confidential Information shall remain the property of the Company and no right or other license to the Confidential Information is granted or created hereby in favour of the Employee.
9. The Employee agrees that, during and subsequent to his/her employment with the Company, whenever requested to do so by the Company and at the expense of the Company, the Employee will apply or join with the Company in applying for patents, trademarks, copyrights, letters patent, and other means for the protection of proprietary rights with respect to any Development and in this regard, the Employee will execute, verify and deliver such documents (including assignments of such proprietary rights to the Company or its designee) and perform such other acts (including appear as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights for the Company or its designee. The Employee's obligation to assist the Company in relation to the Developments in any and all countries in accordance with this Paragraph 9 will continue beyond the termination of his/her employment with the Company. The Employee will, further, cooperate and assist in any litigation commenced by the Company against third parties with respect to the same. The Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which the Employee may now or hereafter have for infringement of any proprietary rights assigned hereunder to the Company.
10. In the event the Company is unable, after reasonable effort, to secure the signature of the Employee on any document needed in connection with the actions specified in Paragraph 9, the Employee hereby irrevocably designates and appoints the Company as his/her agent and attorney-in-fact, to act for and on his/her behalf and stead, to execute, verify and file any such applications and documents, and to do all other lawfully permitted acts to further the purposes of Paragraph 9 with the same legal force and effect as if it were executed by the Employee.


11. The Employee hereby represents that all inventions, discoveries, developments, improvements, procedures, writings, works, trade secrets or other intellectual property rights (collectively, "Prior Developments") to which the Employee claims ownership as of the date of this Agreement and which are being excluded from this Agreement are listed in Exhibit A attached hereto. If no Prior Developments are listed in Exhibit A, the Employee represents that there are no such Prior Developments on the date of this Agreement.
12. During the Employee's employment with the Company and for a period of one year after the termination of such employment, the Employee will not directly or indirectly contact any individual or entity that was an actual or prospective customer of the Company during the Employee's employment with the Company for the purpose of soliciting from such individual or entity any business or work that would compete with any of the Company's existing or planned technologies, products, or services.
13. During the Employee's employment with the Company and for a period of one year after the termination of his/her employment, the Employee will not directly or indirectly seek to persuade or encourage any employee of the Company to discontinue employment with the Company or to become employed in any business in competition with the Company.
14. The Employee agrees to treat all software, technical data and information provided by the Company as proprietary and confidential information of the Company. The Employee agrees not to use the software, technical data, and information in any manner prohibited by law. The Employee agrees that he/she will not export or transfer, or allow access to or use of the software, technical data, and Confidential Information without authorization from the Company.
15. Any breach of this Agreement by the Employee will cause irreparable damage to the Company and that in the event of such breach, the Company shall have, in addition to any and all remedies of law (including the right to monetary damages), the right to an injunction, specific performance, or other equitable relief to prevent any threatened or actual breach of the provisions hereof. It is hereby clarified that such remedies will not be deemed to be exclusive remedies for a breach of this Agreement by the Employee but be in addition to and without prejudice to all other remedies available at law or equity.
16. The Employee understands that this Agreement does not create an employment obligation on the Company or any other person or entity at any time in respect of the Employee.
17. The Employee represents that his/her performance of all of the terms of this Agreement will not breach any agreement to keep in confidence any proprietary information acquired by the Employee prior to his/her employment with the Company and that the Employee has not entered into, and agrees not to enter into, any written or oral agreement that is in conflict with the terms and conditions of this Agreement.
18. The Employee agrees that in the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and that this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Employee and the Company, however, agree to negotiate in good faith to replace such invalid, illegal or unenforceable provision by a valid, legal and enforceable provision as similar in terms and effect to such invalid, illegal or unenforceable provision as may be possible. The Company and the Employee agree that the duration and scope of the provisions herein are reasonable. In the event that any court of competent jurisdiction determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the Company and the Employee agree that the provision will remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable.

19. The Employee's obligations under this Agreement shall survive the termination of his/her employment and any changes to the terms and conditions of his/her employment, including, without limitation, changes in responsibility or remuneration.
20. For purposes of this Agreement, the term, the "Company," shall include Rocket Software, Inc., and any of its subsidiaries, subdivisions, or affiliated companies. The Company shall have the right to assign this Agreement in its entirety to its successors and assigns (and its rights in part to any purchaser of any of its technologies, products, or services, to the extent relevant to such technologies, products, or services), and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors, assigns, or purchasers.
21. No waiver by the Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement will be construed as a waiver of any other right. The Company will not be required to give notice to enforce any of the provisions of this Agreement.
22. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and it supersedes any and all prior communications, agreements, and understandings with respect thereto. No waiver, rescission, alteration, or modification of any of the provisions of this Agreement shall be valid unless made in writing and signed by the parties.
23. This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Paragraph 25, the courts of Bengaluru will have exclusive jurisdiction to settle any dispute that may arise in relation to the interpretation and performance of this Agreement.
24. The Employee represents that he/she has had a reasonable and sufficient period to study, understand, and consider this Agreement and that the Employee has read and understood all of its terms and conditions. The Employee is entering into this Agreement knowingly and voluntarily, and in so doing, he/she is not relying on any statements or representations by the Company or its agents.
25. The Employee and the Company agree to negotiate in good faith to resolve any dispute arising between them regarding this Agreement. In the case of failure by the Employee and the Company to resolve the dispute in the manner set out above within 15 days from the date when the dispute arose, the dispute will be referred to arbitration before a panel of three arbitrators with the Company and the Employee appointing one arbitrator each and the arbitrators so appointed nominating a third presiding arbitrator. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996 (as amended or replaced from time to time). The place of arbitration will be Bengaluru. The arbitration proceedings will be conducted in English. The arbitral panel will also decide on the costs of the arbitration proceedings.
26. The Employee hereby agrees to indemnify, defend and hold harmless the Company from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company which arises out of or as a result from any breach of the Employee's obligations contained herein.
27. This Agreement will be binding upon the heirs, executors, administrators and other legal representatives of the Employee and will be for the benefit of the Company, its successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by the Employee to any third party.



28. The provisions of this Agreement will survive the termination of this Agreement and the assignment of this Agreement by the Company to any successor in interest or assignee.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the
Jul 8, 2021

ACCEPTED BY:	ACCEPTED BY: ROCKET SOFTWARE DEVELOPMENT INDIA PRIVATE LIMITED
Name Address:	Shrikar Milind Tare 27,Madhuvan Soc,, Near Sundervan Soc,, New Sama R-d, Vadodara - 390024
	 By: (Authorised Signatory) Title: SVP, Human Resources

ANNEXURE C
EMPLOYEE DATA PROTECTION NOTICE

I. INTRODUCTION

This employee data protection notice ('Notice') forms an integral part of the employment arrangement between Employee and Rocket Software ('Company').

The Company acting as a data controller, collects, processes and uses individually identifiable information about its (former) employees, agents, contractors and consultants subject to the following.

The purpose of this Notice is to inform the Employee about the processing and transfer of his/her personal data ("Employee Data") within and outside the Company/Rocket Software, and is without prejudice to applicable local data protection laws which prevail. This Notice describes how and for what purposes data relating to the Employee will be processed in the context of the Company and its affiliates.

II. PURPOSES OF PROCESSING EMPLOYEE DATA

The Company collects, processes and uses Employee Data for the following purposes:

- management of the employment, service, work relationship;
- headcount reporting and workforce planning;
- position management and succession planning;
- compensation and planning;
- payroll processing (including the management of salaries, fees, expenses, taxes and social securities and required notifications to governmental authorities and the like);
- calculation of (sales) bonus;
- compensation and benefits analysis, administration and planning;
- professional travel and expense administration;
- employee development and training;
- (global) employee mobility;
- employee discipline;
- IT-systems management, support and services;
- organizational management and facilitating (global) communications, cooperation and teamwork;
- corporate planning;
- performance management, talent management;
- absence management;
- legal and regulatory compliance;
- finance cost allocation and accounting; and
- protecting the security of employees as well as the company systems and premises; monitoring and enforcing compliance with legal and regulatory requirements as well as the company's policies and procedures, enforcing legal claims.

III. CATEGORIES OF PERSONAL DATA

The following categories of Employee Data will be processed by the Company, for the purposes stipulated in this Notice: personal identification data (such as first name, initials, surname, titles, citizenship, (copy of) passport/national identity card, work/residence authorization documentation (visas, permits and the like), fiscal and/or social security data, social security or equivalent number (for payroll purposes)); personal features (such as gender, birth date and place, marital status), contact details (such as address, telephone numbers, e-mail address, both home and work, languages of communication); electronic identification details (such as IP-address, cookies); emergency contact details (person and contact information to be contacted in case of an emergency); job organizational data (such as employee/Staff ID, job title/position, work location, work address, e-mail address and telephone number, reporting channels (including employee manager, date in management, organization code, department code, position level, URL); job change data (such as job date, job change reason, date in status); financial data (such as hourly rate, monthly rate, annual rate, number of payments, base amount, pay scale, change date, change percentage, financial and bank account details, transport documents (for the reimbursement of transportation costs)); education and work history data (such as education history and professional qualifications, training courses, diplomas, work experience history, previous and current assignments, tasks and responsibilities); contract data (such as contract type, hire/start date, probation date, termination date, reason for termination, number of working hours); compensation information (such as pay scale, information regarding



raises and salary adjustments, salary/fee amount, business expenses, currency, number of payments per year); bonus and incentive information (such as details of applicable bonus and incentive plans, stock options plans); benefits information (such as contributions to health insurance, pension contributions (including number and identity of children and spouse's name); performance data (such as performance reviews, evaluations, appraisals, references, assessments and ratings), succession and promotion management data (such as assignment, ranking training and assessment); talent management information (such as talent grading for potential management positions, personnel goals, mobility preferences, career goals, personal development); recruitment information for intra-group job applications; disciplinary data including information collected in the frame of internal reporting procedures or investigations; building security data (such as card reader information, including employee name, Employee ID, position, company location and company access and entry data and photo where permitted by applicable law) and IT and other assets data (such as passwords, system IDs, access rights, as well as use of assets, facilities, properties and systems, notably computer and telecommunication systems, including, to the extent not prohibited by applicable laws, the logs and contents generated by such use as well as any data, files, documents or communications, whether electronic or not, created, sent, received, accessed or stored by the Employee in such capacity); as well as, as the case may arise, the history of all those data as of the date of entry. Employee Data may also include sensitive information such as health-related data, background checks data (such as criminal records, qualification, and reference checks), and race-related data (which may be apparent from processing the Applicant's picture if provided by the Applicant); all to the extent permitted under applicable law.

IV. DISCLOSURE AND INTERNATIONAL TRANSFER OF APPLICANT DATA

As the Company is part of an international group of companies ("Rocket Software"), operating around the globe, the Company may share the Employee Data within Rocket Software, in addition to other parties as described below, as permitted under applicable data protection law.

a) Transfers to Rocket Software, Inc.: Since managerial and human resources responsibility for the employees of the Company and its operations (partially) rests with Rocket Software, Inc. in the U.S., the Company may transfer Employee Data to Rocket Software, Inc. (acting as a data controller) for the purposes above to the extent that these activities are not handled locally only.

Only a limited number of restricted individuals within the human resources, legal, finance and information technology departments, as well as certain managers (i.e., only persons with assigned responsibility or managerial responsibility for the Employee or groups of Employees) of the Company and Rocket Software Inc. will receive access to the Employee Data, on a need to know basis.

b) Transfer to third party service providers: The Company and Rocket Software, Inc. may contract with third party service providers as part of their normal business operations in connection with finance, accounting or other administrative functions (e.g., human resources and payroll-related tasks), information technology support (e.g., software maintenance and data hosting), legal or compliance investigations, and human resources support (e.g., benefits, training). The Company and Rocket Software, Inc. will diligently choose such third-party service providers and ensure that such third party service providers adopt adequate technical and organizational security measures to safeguard the Employee Data, and use the Employee Data only as per their instructions and for no other purpose.

The Employee Data may be hosted on servers currently operated by one or more service providers in the U.S or elsewhere. The service provider's employees will have access to the Employee Data for the purposes of user and system administration support or if involved in a project with the Company/Rocket Software, Inc. The service provider will act as a processor on behalf of the Company and Rocket Software, Inc., per their instructions and for no other purpose.

c) Transfer to other third parties: For the purposes listed under II above, Company and Rocket Software, Inc. may also need to make the Employee Data available to affiliated entities and branches of Rocket Software; advisors; attorneys; accountants; auditors; banks; insurance companies; travel agencies; payroll administrators; other external data processors; potential or existing investors and acquirers; administrative authorities, courts, law enforcement and/or regulatory authorities, arbitrators, experts, adverse parties and/or their advisors.

When appropriate and required under applicable data protection laws, Company and Rocket Software, Inc. will require via contractual measures or otherwise, that such data recipients maintain adequate technical and organizational security measures, which shall in no circumstances be lesser than the level of data protection that





is adhered to by the Company under applicable laws in India, to ensure that transfers of Employee Data benefit from an adequate level of data protection.

V. SECURITY AND RECORDS RETENTION

The Company and Rocket Software, Inc. will maintain appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of Employee Data and/or against accidental loss, alteration, disclosure or access, or accidental or unlawful destruction of or damage to Employee Data. Employee Data will not be kept for longer than necessary for the purposes for which they were collected, unless Employee Data must be retained longer for the fulfilment of a statutory obligation, in accordance with applicable law.

VI. DATA PROTECTION RIGHTS


The Employee may exercise his/her rights under applicable data protection laws (e.g. - if applicable - the right to request to be informed as to whether their Employee Data are being processed by the Company and Rocket Software, Inc. and to request that their Employee Data be rectified, supplemented, blocked or deleted, in the event that their Employee Data is factually inaccurate, incomplete or irrelevant to the purpose(s) stipulated in this Notice). The Employee may also lodge complaints in the event of any discrepancies or grievances; such complaints will be addressed within a period of 1 (one) month from the receipt of such written complaint. To exercise such rights, lodge complaints or in case of questions about this Notice, the Employee may contact the Company via e-mail hr@rocketsoftware.com.

VI. INFORMATION ABOUT DEPENDENTS

If the Employee provides the Company or Rocket Software, Inc. with personal data about his/her dependents and/or related persons (e.g. for benefits administration and/or emergency contact purposes), it is the Employee's responsibility to inform such individuals about the processing of their data by the Company and/or Rocket Software, Inc. for the purposes and in the manner described in this Notice, about their rights of access, rectification and deletion in accordance with applicable law, as well as to obtain their consent, where necessary, to the processing of their personal data as set out in this Notice.

VII. EMPLOYEE CONSENT

The Employee hereby consents to the Company and Rocket Software, Inc. processing (including the collection, use, disclosure and transfer) of his/her Employee Data (including sensitive data) as described above.

<p>ACCEPTED BY:</p> <p>Name Shrikar Milind Tare Address: 27, Madhuvan Soc., Near Sundervan Soc., New Sama R-d, Vadodara - 390024</p>	<p>ACCEPTED BY:</p> <p>ROCKET SOFTWARE DEVELOPMENT INDIA PRIVATE LIMITED</p>  <p>By: (Authorised Signatory) Title: SVP, Human Resources</p>
---	--

