

**HCL AMERICA, INC.**

(A subsidiary of HCL TECHNOLOGIES LTD.)

330 Potrero Avenue, Sunnyvale, California 94085 U.S.A.

Tel: 408-733-0480 Fax: 408-733-0482

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**30 May 2022**

**Vikash Kumar**  
**51918929**  
**HCL America INC.**

**Subject:** Temporary Deputation (hereafter referred to as "Deputation") to HCL America Inc. on Work Permit (Deputation Letter) **from HCL Technologies LTD.**

Dear **Vikash Kumar**,

**HCL America** Inc. (here after referred as "HCL America"/ "The Company") takes immense pleasure on your selection for deputation and heartily welcomes you on board.

In your current title, as **Technical Lead E2**, you shall perform duties as per organization norms and work exclusively for HCL America unless otherwise agreed in writing.

Your deputation start date in **Frisco, TX** is subject to your work visa approval by the immigration authorities of America; unless terminated in accordance with this deputation letter. The period of the deputation will be from **01 October 2022 to 30 September 2023**.

You will be entitled to an on-target compensation of **USD 89565** effective **01 October 2022**.

Kindly refer to **Annexure A** for compensation details and **Annexure B** for terms & conditions of employment plus applicable benefits.


This position is an exempt position for the purposes of applicable wage-hour laws, which means that you will not be eligible for overtime pay.

This Offer Letter is circulated via electronic communication at the email addressed mentioned above and electronic signatures on the Offer Letter be as valid as the original signatures and binding in court of law.

Please note that there is a **Dispute Resolution Agreement ("DRA")** enclosed with this letter. The DRA, which provides that you and the Company will submit any covered dispute to binding arbitration, will apply to you unless you timely exercise your right to opt-out of the DRA, as described in paragraph 8 of the DRA.

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I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: 

Employee Code: 51918929

Acceptance Date: 2 Jun 2022

USA/LTL

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Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services.

HCL America wishes you the very best for your future endeavors at HCL!!!

With best regards,


Yours sincerely,



**Amrita Das**  
**Senior Vice President,**  
**Head-Global Rewards**

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**ANNEXURE A**

This Annexure describes the various components' in the salary structure applicable to you.  
effective **01 October 2022.**

Annual Components (In USD)	
Base Salary	89565
<b>TOTAL</b>	<b>89565</b>

**Description of Components:**

- **Base Salary:** You will be paid a gross base salary by credit transfer payable in equal semi-monthly installments.

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**ANNEXURE B**

This Annexure lays down the terms and conditions of deputation to **HCL America** and is a legally binding document.

**Hours of Work:** You would be governed by HCL America's Work Schedule Policy.

**Place of Work:** The Employee's normal place of work will be **2401 Internet Boulevard, Frisco, TX, 75034**. In case of any change in the work location the employee must ensure to complete the necessary formalities of obtaining the Labor Condition Application (LCA) and amendment petition for the new location with the help of the Company's Immigration department

**Benefits Plan:** For benefits, applicable to you during your deputation in HCL America if any, please refer to Annexure A of this deputation letter.

**Time Reporting & Attendance Management:** The Employee understands and agrees that he/she will be required to comply with the Company's policies concerning time reporting and attendance management, as mentioned in the Company Policies. Failure to do so may result in discipline, up to and including, termination of employment.

**Leave/Holiday Entitlements:** The leave balance at the time of deputation from India will be maintained at the same level. You will be entitled to leave as per the rules applicable and mentioned as per policy on **HCL America's** policy portal Policies Hub. On your joining, back in India, your previous leave balance will be activated. You are entitled to public holidays in accordance with local laws you are governed under.

**Non-Compliance to Immigration regulations:** Your sponsorship to HCL America is subject to non-immigration norms compliance as laid down by Immigration authorities from time to time and is binding on you during and / or as is existing at the time of your deputation. HCL will not be liable for any penalties / liabilities arising in the event of non-compliance to lay down norms by the employee.

**Duration and Termination of Assignment:** The duration of this deputation is likely to be 24 months; however, this is subject to project requirements & American immigration norms. During the period of your stay in USA you will be governed by the policies, rules and regulations as applicable to HCL America. You will be required to return to your employment with your parent company at the end of your assignment.

HCL America will notify you of your deputation assignment termination in advance.

**Transferability:** You understand and agree that your services may be transferred to any affiliate (either in existence or to be formed later) of the Company, Company clients at any location either within or outside the US. Upon transfer, you shall be governed by the compensation policy, rules and regulations of the

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*Diyash*

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transferee company. Your transfer will be executed on the agreement between you and the Company, in case of your refusal or inability to accept transfer on justifiable reason, the Company will try to provision your allocation in US basis the availability/ suitability of the current prevailing positions only

**Statutory Conditions:** During your deputation to HCL America rules and regulations of the company will govern you. All terms and conditions of service with your parent company are still valid, except for the terms and conditions mentioned in this letter. You will be fully governed by the rules and code of conduct framed by HCL America from time to time.

**Notice Period - Employer / Employee:** Your employment with HCL America is "at will" and either you or HCL America may terminate with or without cause, by serving two **(2) weeks'** notice period or salary in lieu of unserved notice period. HCL America reserves the right to end the assignment and / or employment with HCL Technologies on grounds of Business Needs, Performance, Conduct and any other reason at its sole discretion (with a notice of **(5) working days**). However, such actions will be governed by the company's policies and procedures.

**Changes to Terms and Conditions:** The Company reserves the right to make any changes to the terms and conditions of your secondment to reflect the changes in the applicable laws and regulations or the Company's policies and practices. You agree to comply with the same. The Company will generally notify you in writing in advance of the effective date of such changes

**Taxability:** HCL America will be entitled to withhold all applicable taxes from your wages as per the applicable laws. You will be responsible for filing your personal income tax returns, and paying any taxes you owe beyond the amounts which were withheld.

**E Verify:** About item (v), under Contingent Offer clause, you should be aware that if you are being hired for a position in a state that requires HCL America to use E-Verify, HCL will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from your Form I-9 to confirm work authorization. If the employee is hired in any of the listed states, as mention in Annexure 5 then E-Verify program will apply. If you have any questions about whether you will be working in a state that requires HCL America to use E-Verify, please contact **[HR –Business Partner]**.

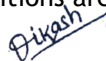
**Governing Law:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws

**Miscellaneous:**

This agreement supersedes and incorporates all oral and written agreements and understandings between you and HCL America and contains the entire agreement between you and HCL America regarding your employment with HCL America. This agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any condition or of any breach or a waiver of any other condition or breach of this

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letter agreement. All notices pursuant to this agreement shall be given in writing and shall be deemed given upon actual receipt or three days after mailing, whichever is earlier.

**Confidentiality:** This offer is being made subject to the condition that you strictly maintain the confidentiality of this Agreement and not divulge or communicate in any manner any information regarding your compensation and terms of employment to any persons other than your immediate reporting manager, the appropriate persons in the Human Resources department of HCL America, and your spouse, attorney, accountant and/or financial advisor if such persons agree to keep such information confidential for the benefit of HCL America.

**Data Protection:** HCL America holds and processes, both electronically and manually, your personal data which it collects in the course of your employment. HCL America uses your personal data for the purpose of employee administration and management and its business compliance under applicable procedures, laws and regulations. You hereby agree to your personal data being collected and the same being transferred, stored and processed by the HCL America in the United States of America ("US") and any other countries where the HCL America and its affiliates have offices, all in accordance with the applicable laws.

You also consent to HCL America making such relevant data available to its advisors and other agencies (such as pension providers, medical and other insurances providers, payroll administrators, various regulatory authorities, etc.) that provide products and/or services to the Company.

If you use your personal laptop or phone for office purposes, HCL America has the right to inspect, take a back-up of the data, and/or submit the laptop and/or phone for forensic analysis as needed from time to time in case of any litigation, statutory need or actual or perceived violation of HCL America's policies.

**Entire Agreement:** This Agreement and its enclosures contain the entire understanding between you and HCL regarding the subject matter addressed in those documents and supersedes any or all prior representations and agreements regarding such matters. Once you've signed it, the terms of this Agreement may not be amended except in writing executed by both parties, and the prohibition against amendments except in writing may not be waived by either party.

**No waiver:** No action by HCL America shall constitute as a waiver of any clause herein unless the HCL America explicitly waives any provision in writing. Any explicit waiver by HCL America of any clause shall be limited to such clause and shall not in any way impact or indicate a waiver of other clauses

**Notices:** All notices pursuant to this Agreement shall be given in writing and shall be deemed given upon actual receipt or three days after mailing, whichever is earlier.

**Assignability:** This Agreement shall be binding upon the parties' heirs, successors and assigns. You understand and agree that HCL America may assign this Agreement in whole or in part, including, but not limited to, your covenants in this Annexure, to any successor of HCL America, any entity that has or obtains control of HCL America, or any entity that is or becomes affiliated with HCL America or its corporate parent. You also understand and agree that your obligations and covenants under this Agreement, being personal, may not be delegated or assigned.

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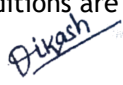
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**Continuing Obligations:** You understand and agree that your representations, warranties, covenants and agreements contained in this Agreement are intended to, and shall, survive any termination of this Agreement.

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**ANNEXURE C**

This Annexure contains the Employee Undertakings Agreement which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of HCL America Inc.

As a condition of my employment and/or continued employment with HCL America Inc. ("**HCL America**" or the "**Company**"), and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

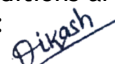
1. Confidential Information:

a. Company Information: I shall not use, communicate or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

b. Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person or entity.

c. Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

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**2. Inventions.**

a. Inventions Retained and Licensed: I have attached hereto, as Exhibit No. 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

b. Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any all inventions, original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the United States Copyright Act of 1976 (and all amendments thereto).

c. Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and remain the sole property of the Company at all times.

d. Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further

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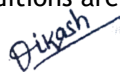
agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

e. Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

3. Conflicting Employment: I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.
4. Returning Company Documents: I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
5. Notification to New Employer: If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
6. Limited Non-Solicitation Clause: You are restricted from enticing any fellow associate / employee of the Company for a period of 3 months from the date of separation from the Company. You are restricted from joining the Company's customer, in whose project; you were assigned to work at the time of the separation for a period of 3 months from the date of separation without the written permission from the Company. The Company reserves the express and unilateral right to relieve you from this obligation.

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In the event of Company initiating the separation by way of involuntary termination or redundancy, there shall be no restriction on you joining the Company's customer.

The non-compete clause is applicable to all employees where non-compete clauses are legal and enforceable. In states where non-compete clauses are legal but limited by law, such as (but not by way of limitation), Washington, Virginia, California, Massachusetts, North Dakota, Oklahoma, Colorado, and/or Maine, governing state law will be applicable. This may mean that this provision is limited and/or voided for your position. For any further clarification, please connect with your Recruiter.

7. General Provisions Regarding Covenants:

Attachment Read, Understood and Fair, I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

8. Protection of Systems & Environment: I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

9. Remedies: By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms in paragraphs 1 through 4, 6 through 8, or 10 of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific

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performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.

10. Representations: I represent that my performance of all the terms of this Agreement will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of the undertakings in this Annexure.
11. Integration: I understand and agree that this Annexure is part of my integrated employment agreement with HCL America, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Dated: 2 Jun 2022

*Vikash*

Signature

**Vikash Kumar**

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

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**DISPUTE RESOLUTION AGREEMENT**

**This Dispute Resolution Agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.**

**1. How This Agreement Applies**

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce. This Agreement applies to any dispute arising between you and HCL America, Inc. or one of its affiliates, successor, subsidiaries or parent companies ("Company") or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. **This Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial.** Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, but not as to the enforceability, revocability or validity of the Agreement or any portion of the Agreement.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to the employment relationship, or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your employment or the termination of employment.

**2. Limitations On How This Agreement Applies**

This Agreement does not apply to claims for workers compensation, state disability insurance, and/or unemployment insurance benefits.

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature:



Employee Code: 51918929

Acceptance Date: 2 Jun 2022

USA/LTL



**HCL AMERICA, INC.**

(A subsidiary of HCL TECHNOLOGIES LTD.)

330 Potrero Avenue, Sunnyvale, California 94085 U.S.A.

Tel: 408-733-0480 Fax: 408-733-0482

[www.hcltech.com](http://www.hcltech.com)[www.hcl.com](http://www.hcl.com)

This Agreement does not apply to charges and claims brought before an administrative agency, and it does not limit an individual's right to file a charge or seek relief from an administrative agency. Such administrative claims include, without limitation, claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

This Agreement does not apply to claims for which this Agreement would be invalid as a matter of federal law, or state or local law that is not preempted by federal law. This Agreement also does not apply to claims under the California Fair Employment and Housing Act and claims under the California Labor Code.

Nothing in this Agreement shall be deemed to alter the at-will nature of your employment, which can be terminated at any time by you or the Company, with or without cause or notice.

### 3. Selecting The Arbitrator

The arbitration shall be administered by a neutral arbitration agency to be agreed upon by the parties after the initiation of arbitration. In the event that the parties cannot agree, the American Arbitration Association ("AAA") shall administer the arbitration, and its Rules applicable to the resolution of employment disputes shall govern the process for selecting the arbitrator and the arbitration proceeding except where inconsistent with the terms of this Agreement. Copies of the AAA Rules are available on its website ([www.adr.org](http://www.adr.org)) or upon request to the Company. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted.

### 4. Starting The Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first-class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department: HCL America, Inc. 330 Potrero Avenue, Sunnyvale, CA 94085. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in

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connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

**5. How Arbitration Proceedings Are Conducted**

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

You and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard, or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a collective action and (2) there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction.


(c) There will be no right or authority for any dispute to be brought, heard, or arbitrated as a private attorney general representative action ("Private Attorney General Waiver"), to the extent such waiver is allowed by applicable law. The Private Attorney General Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of or regarding others. The Private Attorney General Waiver shall be severable from this Agreement in any case in which there is a final judicial determination that the Private Attorney General Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances and where the claim is brought as a private attorney general, such private attorney general claim must be litigated in a civil court of competent jurisdiction.

Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver or Collective Action Waiver is invalid, unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

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**6. Paying For the Arbitration**

Each party will pay the fees for his, her, or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's fees and any fees unique to arbitration, such as the fees of the arbitration agency, subject to any award of costs and fees to either party by the Arbitrator according to applicable law.

**7. The Arbitration Hearing and Award**

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

**8. An Employee's Right to Opt Out Of Arbitration**

**Arbitration is not a mandatory condition of your employment at the Company, and, therefore, you may submit a statement notifying the Company that you wish to opt out and not be subject to this Agreement.** If you want to opt out, you must notify the Company of your intention to do so by submitting a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" that can be obtained from and returned to the Company's Human Resources Department by sending an email stating your intention to opt out. In order to be effective, your opt out notice must be provided within 30 days of your first day of active employment with the Company. If you timely opt out as provided in this paragraph, you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. If you do not opt out of this Agreement within 30 days of your first day of active employment with the Company, continuing your employment constitutes mutual acceptance of the terms of this Agreement by you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.

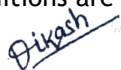
**9. Non-Retaliation**

It is against Company policy for you to be subject to retaliation if you exercise your right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at the Company, you should immediately report this to the Human Resources Department.

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## 10. Enforcement of This Agreement

This Agreement is the full and complete agreement relating to the formal resolution of disputes and to arbitration, and neither party has relied on representations or other statements not included in this Agreement. This Agreement may not be modified by oral or verbal promises or representations.

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I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature:

*Dikash*

Employee Code: 51918929

Acceptance Date: 2 Jun 2022

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**ANNEXURE D**

**E-Verify Program Applicable States**

If the employee is hired in any of the below listed states, then E-Verify program will be applicable to them.

1. ALABAMA
2. ARIZONA
3. SOUTH CAROLINA
4. FLORIDA
5. WEST VIRGINIA
6. GEORGIA
7. LOUISIANA
8. MISSISSIPPI
9. NORTH CAROLINA
10. TENNESSEE
11. UTAH

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**Employee Acknowledgment**

- a. I accept employment with HCL America, Inc. ("HCL America") pursuant to the terms set forth in this Agreement.
- b. I understand I have the right to consult with an attorney independent from HCL America regarding the terms of this Agreement. I have been given the opportunity to do so, and i have done so to the degree i believe necessary.
- c. I will not assign my rights under this agreement and any attempted assignment will be null and void.
- d. No representation, commitment or inducement has been made to me except as specifically set forth in this Agreement, and I am not relying upon any terms other than as set forth in this Agreement.

I agree to the terms of the Agreement and freely make the statements set forth above.

*Diyash*  
**SIGNATURE:**

**DATE:** 2 Jun 2022

I have read and understood all the elucidated terms & conditions of the letter completely. All above clauses terms and conditions are agreed and accepted with the expressed intent to be legally bound.

Acceptance Signature: *Diyash*

Employee Code: 51918929

Acceptance Date: 2 Jun 2022

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**HCL**