

amdocs

# EMPLOYMENT AGREEMENT



Dear **Vaibhav**,

Congratulations on your offer and welcome to Amdocs!

We are very excited to have you on board.

You will be joining an organization that continuously reinvents itself, creating a culture of innovation, and thus you will have many opportunities to grow and develop.

We are hopeful you will find your time with us to be challenging and fulfilling!

Please feel free to reach out to us with any questions.

## WHAT DOES THIS KIT INCLUDE?

In the following you will find an overview of your employment terms:

- Employment Terms; Compensation; Benefits
- Working Hours
- Employee Undertakings
- End of Employment
- Miscellaneous and Additional Conditions
- Exhibit A – Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement











Date: December 23, 2020  
Mr. Vaibhav Gupta  
MP

## Employment Agreement

We are pleased to confirm your employment with **Amdocs Development Centre India LLP**. ("Amdocs") under the terms and conditions provided herein, effective as of **January 04, 2021** ("Start Date").



### 1. Employment Terms; Compensation; Benefits

(a)	<b>Position</b> 	<b>Functional Test Engineer</b>
(b)	<b>Location</b> 	Amdocs offices in <b>Pune</b> , India. <ul style="list-style-type: none"> <li>Domestic and international travel may be required, in accordance with Amdocs' business needs.</li> <li>Work location may be changed to facilitate Amdocs' business needs.</li> </ul>
(c)	<b>Annual Total Remuneration (on a Cost to Company basis) gross</b> 	INR <b>400,000.00 (Four Lakh Rupees Only)</b> gross, divided into the following annual components: 1. Basic salary - INR 180000.00 2. House Rent Allowance - INR 180000.00 3. Provident Fund (employer contribution) - INR 21600.00 4. Leave Travel Allowance - INR 18400.00  <ul style="list-style-type: none"> <li>Payable on a monthly basis, in accordance with Amdocs' payroll practices.</li> <li>Annual discretionary salary review, as of <b>July 2022</b> and each year thereafter.</li> </ul>
(d)	<b>Statutory Bonus</b> 	Eligibility and payment subject to The Payment of Bonus Act, 1965, if applicable.
(e)	<b>Gratuity</b> 	Eligibility and payment subject to The Payment of Gratuity Act, 1972, upon end of employment after completion of at least five years of continuous employment.
(f)	<b>Annual Bonus</b> 	<ul style="list-style-type: none"> <li>Eligibility for an annual bonus, subject to: (i) the terms and conditions of the applicable [Annual Incentive Plan (AIP)] OR [India Discretionary Bonus Plan (IDB)]; (ii) your and Amdocs' performance; and (iii) you being employed by Amdocs for at least six months prior to payment of the bonus.</li> <li>Payment of such annual bonus (if any) shall be in [January][November], and the amount thereof will be determined by Amdocs, in its sole discretion.</li> </ul>
(g)	<b>Annual Vacation</b> 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law. You shall also be entitled to additional absence days and holidays, in accordance with Amdocs policy and applicable law.
(h)	<b>Annual Sick Leave</b> 	To be granted, accrued and used in accordance with Amdocs' policy and applicable law.







(i)	<b>Maternity Benefits</b> 	Shall be provided subject to the Maternity Benefit Act, 1961 and Amdocs policies.
(j)	<b>Benefits Plans</b> 	Entitlement to insurance schemes, if and as applicable under Amdocs' policy and subject to applicable terms of insurance policies and Amdocs policies.

Any payments and benefits herein are (i) gross amounts, and subject to applicable taxes and withholdings; (ii) subject to applicable Amdocs' policies, procedures and practices, as may be amended from time to time.

## 2. Working Hours

Working hours are generally 9 hours a day, 5 days a week. Your position may require that you work additional hours including night hours, as may be necessary for effective performance of your duties. It is acknowledged and agreed that part of the remuneration paid to you is in consideration for your agreement to these terms, and you shall not be entitled to receive additional remuneration for work performed during such hours.

## 3. Employee Undertakings

- (a) Performance and Duties. You shall diligently, skillfully and faithfully perform your position with Amdocs. You shall devote your full time and attention to the performance of all duties consistent with your position, and such other duties, as may be assigned to you from time to time, according to Amdocs' business needs. Amdocs may vary your position in accordance with its organizational needs, and may transfer or assign you to any affiliates, departments or subsidiaries of Amdocs, in any other location in India, or to any third parties. Such assignment will be subject to Amdocs policies, as in effect at such time.
- (b) Restrictive covenants. As a condition to your employment, you shall execute and comply with the terms of the Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement, attached as Exhibit A. The provisions of such undertaking shall survive the termination of this agreement for any reason.
- (c) Amdocs Policies. You shall abide by Amdocs global and local policies, as in effect from time to time, including Amdocs Code of Ethics and Business Conduct, Data Privacy Policy and Information Security policies. You further acknowledge that it is Amdocs' policy to provide an environment that is free of unlawful harassment and discrimination of any kind. As such, you shall not engage in any such unlawful behavior, and shall notify Amdocs of any facts that constitute such unlawful behavior.
- (d) Data Protection. You confirm that you have read and understood Amdocs' Data Protection Policy, a copy of which is available on Amdocs portal. By signing this agreement you expressly consent to the fact that Amdocs (and as required, any of its affiliated entities or their duly authorized agents and employees) may hold and process, both electronically and manually, the data (including personal sensitive data and information contained in e-mail and attachments to email) they collect, store and/or process which relates to you for the purpose of the administration of their employees and business and compliance with applicable laws, procedures and regulations. You understand that it may also be necessary, and expressly agree that Amdocs and/or any of its affiliated entities will share personal data to competent authorities (including tax authorities), third party service providers, future employers and potential buyers of Amdocs or businesses, accounting, auditors, lawyers and other external advisors or vendors, whether they are located in your country of employment or in other countries, to other offices it may have or to another affiliated entity outside your country of employment where such a company has offices for storage and processing.
- (e) Additional Engagement. You shall not engage in any other employment or business activities in any capacity (with or without compensation), unless you receive applicable approvals according to Amdocs Code of Ethics and Business Conduct, and subject to the terms of such approvals.
- (f) Representations. You shall not make any representations or undertake commitments on behalf of Amdocs, except as expressly authorized to do so.
- (g) Non-Disparagement. During and after the term of your employment, you will not make any false, defamatory or disparaging statements about Amdocs, its employees, officers or directors.





- (h) No Restrictions. You acknowledge that (i) there are no undertakings preventing or restricting you from entering into this agreement and performing your duties and obligations hereunder; and (ii) you are not violating any right of former employers, or in breach of any of your obligations towards former employers.
- (i) Supporting Documents. You undertake to submit the following documents to Amdocs along with the acceptance of this agreement: (i) Four passport size photographs; (ii) Copy of Passport; (iii) Copy of PAN Card (if applicable); (iv) Copy of Aadhaar Card; (v) Copies of education qualifications certificates; (vi) Copies of previous employers' relieving letter and experience letter.
- (j) Confidentiality of this Agreement. You shall treat this agreement as strictly confidential and not disclose its content to any person without Amdocs' prior written approval.

#### 4. End of Employment

- (a) The first **one year** of your employment are considered a probation period. Amdocs reserves the right to extend your probation period beyond this initial term. During the probation period, Amdocs may terminate your employment upon **30 days'** prior notice.
- (b) Each party may terminate this agreement at any time by giving the other party a **90 days'** prior written notice. During the notice period, you shall continue to perform your position and attend work, and perform any additional handover and other duties, as instructed.
- (c) If you resign and wish to leave your employment prior to the completion of your notice period, you must ask for Amdocs' approval, considering it may negatively impact Amdocs' work continuity and/or cause damage to Amdocs and/r its customer relationships. If you leave early without seeking such approval, or despite the fact that an approval was not granted, you shall reimburse to Amdocs an amount equivalent to your salary for the unexpired portion of the notice period, and by signing herein you irrevocably authorize Amdocs to offset or deduct such amount against any amounts owed to you by Amdocs.
- (d) Amdocs reserves the right to (i) terminate your employment by paying you the equivalent of all or part of the prior notice period in lieu thereof; or (ii) instruct you not to attend work during the prior notice period or any part thereof.
- (e) Notwithstanding the above, Amdocs may terminate your employment with immediate effect, without notice or salary in lieu thereof, for any misconduct in your part, including but not limited to the following:
  - i. Disloyalty, dishonesty, misrepresentation or breach of integrity;
  - ii. Embezzlement, misappropriation, misuse or causing damage to Amdocs property;
  - iii. Indiscipline, disobedience, irregular attendance, absconding;
  - iv. Negligence of duty;
  - v. Breach of confidentiality;
  - vi. Conviction of criminal offence;
  - vii. Any act constituting misconduct per Amdocs policies, including the Code of Ethics and Business Conduct, and any other act upon which dismissal due to misconduct may be justified.
- (f) Amdocs may suspend your employment at any point, including while investigating an alleged misconduct.
- (g) Upon termination of your employment for any reason whatsoever, or at Amdocs' request, you shall immediately return to Amdocs any documents, materials, credit cards, equipment, laptop, computer hardware and software, keys, access codes, access badges, and any other Amdocs' property or its clients' which may be in your possession, including any Confidential Information (as defined in Exhibit A).
- (h) Acknowledging that Amdocs covers the relocation costs of you and your immediate family, in the event you resign, or your employment is terminated due to your misconduct, prior to the end of one year of employment as of your Start Date, you shall reimburse Amdocs for the proportional amount of the



relocation costs. Further, Amdocs may offset such amount against any amounts due to you upon termination of your employment.

- (i) You will automatically retire from Amdocs upon reaching the age of **60 (sixty)** years. An extension may be given at Amdocs' discretion.

## 5. Miscellaneous and Additional Conditions

- (a) Work Permit. Your employment with Amdocs is conditioned upon (i) you being granted or are already holding applicable work permit/visa, and (ii) such work permit / visa remaining valid throughout the Term. In the event such work permit/visa is expired, your employment shall automatically terminate effective such expiration. You are required to immediately inform Amdocs upon any change/anticipated change in your work permit/visa. You agree to coordinate with Amdocs before approaching or providing information to any governmental immigration authority in connection with your employment with Amdocs. You shall be solely responsible for all work permits/visa and any immigration related compliance, for you and your family members (if relevant) and hereby guarantee that you and your family shall immediately leave India prior to the expiry of your permits/visas.
- (b) Monitoring. To ensure regulatory compliance and for the protection of its employees, customers and business, Amdocs reserves the right to monitor, intercept, review and access your telephone log, internet usage, voicemail, e-mail, and other communication facilities provided by Amdocs, which you may use during your employment. Amdocs shall use this right of access reasonably, and in accordance with applicable laws; as such, all communications and activities on Amdocs equipment or premises cannot be presumed private.
- (c) Background Checks. Your employment is conditioned upon receipt by Amdocs of satisfactory references, applicable background checks and information and documents provided by you to Amdocs. Amdocs reserves the right to retract or terminate your employment even after its commencement, in the event that your references or background checks do not prove to be satisfactory, or if it is discovered that the information you provided to Amdocs was false or inaccurate.
- (d) Entire Agreement. The terms and conditions of your employment as provided herein supersede all prior written or verbal agreements or understandings between you and Amdocs. No provision of this agreement may be modified, unless agreed in writing by both parties. This agreement is an individual employment agreement, and no collective bargaining agreement shall apply with respect to the relationship between the parties.
- (e) Offset. Amdocs reserves the right to offset any amount you owe Amdocs against any amounts owed to you by Amdocs. Upon termination of your employment, all such amounts shall be due immediately. Your signature herein is an irrevocably authorization for such offset.
- (f) Severability. If any of the restrictions or obligations herein are deemed by a court of competent jurisdiction to be invalid or unenforceable, then the scope of such restriction or obligation shall be limited to the maximum limit permitted by law, and such restrictions or obligations shall be severable, and shall not affect the validity or enforceability of other terms and conditions entered into.
- (g) Governing Law and Jurisdiction. This agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of **Pune**. You and Amdocs hereby irrevocably submit to the exclusive jurisdiction of the competent courts in **Pune** and waive any objection to such proceedings on grounds of venue or inconvenient forum.



Please indicate your acceptance of this offer by signing below and returning the original letter to the HR Department within 15 days of the date of this offer. If you will not do so within the prescribed time, this offer shall be withdrawn.

If you have any questions or would like to discuss the terms and conditions of this offer, please feel free to get in touch with **Floria Joseph**.

We take this opportunity to wish you success during your employment with Amdocs.

Sincerely,

\_\_\_\_\_  
**Authorized Signatory**  
**Amdocs Development Centre India LLP.**

**Date: 12/23/2020**

I, the undersigned, **Vaibhav Gupta**, acknowledge that I have been provided with a copy of this agreement before signing it, and have been allowed sufficient time to review it and seek clarifications.  
I have read this agreement carefully and confirm my understating of, and my full compliance with, its terms.  
I confirm that I was not subject to duress or undue influence of any kind, while executing this agreement.  
I confirm that I voluntarily, and on my own free will, accept the terms of this agreement and commit to comply with them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







## Exhibit A

### Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement

This Confidentiality, IP Assignment, Non-Competition and Non-Solicitation Agreement ("Agreement") is entered into between **Amdocs Development Centre India LLP**. ("Amdocs"), and you, as a condition to your employment with Amdocs, and shall come into effect as of your start date. For purposes of this Agreement, the term Amdocs shall also include its subsidiaries, affiliates, successors and assigns (as in effect from time to time).

#### 1. Consideration

Amdocs and you wish to protect Amdocs' property, confidential information, customers, and employees. Accordingly, Amdocs requests that you agree to certain promises specified herein. In this respect, you acknowledge and agree that in addition to the above, the compensation and benefits provided to you by Amdocs as well as any equity compensation that may be provided to you and/or any special consideration that may be provided, constitute full and adequate consideration also in connection with your undertakings under this Agreement.

#### 2. Non-Disclosure of Confidential Information

You are employed under a relationship of trust and confidence, and in the course of your employment with Amdocs, you will have access to, come into possession of, become familiar with, or participate in the development or marketing of -- Amdocs' products or certain inventions, trade secrets and other confidential information, that are valuable and unique, and constitute proprietary assets of Amdocs. Among these trade secrets and confidential information are Amdocs' proprietary technology and know-how; computer files; programs and software; marketing and sales plans; strategies and plans; research processes; customer lists and customer information; financial information and plans; data; pricing; business plans and processes; knowledge of business relationships; personnel-related information (including compensation); lines of business; markets; profitability and other information belonging to Amdocs, its subsidiaries, affiliates, employees, customers, and any other third party -- whether in writing, verbal, digital format or otherwise (collectively, "Confidential Information"). All Confidential Information and any rights therewith shall be the sole and exclusive property of Amdocs.

Accordingly, you expressly promise that you will not at any time during your employment with Amdocs and after termination thereof for any reason, disclose, use or make public (directly or indirectly), any Confidential Information or any part thereof to any person or entity, for any reason or purpose whatsoever, except as may otherwise be required by applicable law and notified to Amdocs prior to the disclosure; or in case you can provide evidence this information is already in the public domain through no fault of your own. You also promise that you will use all means available to prevent any disclosure of Confidential Information by any other person, and will ensure that any Confidential Information is safely and securely stored. Finally, you specifically acknowledge that this provision shall also apply to confidential and proprietary information of Amdocs' customers and other third parties.

#### 3. Intellectual Property Rights

At any time during your employment with Amdocs, you hereby irrevocably, absolutely and perpetually assign and shall assign to Amdocs all rights, titles and interests in all Inventions (defined below), copyrights, trademarks or any other intellectual property rights (collectively, "Intellectual Property Rights"). You hereby waive any right or claim for ownership in relation to any Invention, and any right or claim to receive any monetary consideration or any other consideration with respect to any Inventions, other than compensation and benefits provided to you under your employment with Amdocs. Without limitation of the foregoing, you irrevocably confirm that the consideration set forth in the employment agreement is in lieu of any rights for compensation that may arise in connection with the Intellectual Property Rights under applicable law and waive any right to claim royalties or any other consideration with respect to any such right. The term "Inventions" means and includes, improvements, discoveries, concepts and ideas, whether patentable or not, including but not limited to, processes, methods, formulas, know - how, data, and techniques, which





you may have made, discovered, conceived, or assisted in making, discovering or conceiving, whether alone or jointly with others, and all works of authorship, during your employment with Amdocs.

You hereby agree that any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Amdocs does not exercise the rights under the assignment within a period of one year from the date of assignment.

You shall keep Amdocs promptly informed in writing of any and all such Intellectual Property Rights, and provide Amdocs with all copies and records thereof. You agree and undertake that all Intellectual Property Rights (including its copies and records or any part thereof) will be the sole and exclusive property of Amdocs. Furthermore, you shall not incorporate any data, improvement, knowledge, development, discovery, or other proprietary information owned in whole or in part by any third party into any Invention, without prior written consent of Amdocs.

You hereby agree to assist Amdocs or its nominees, at Amdocs' expense, to obtain protection for such Intellectual Property Rights in any country throughout the world by giving testimony, signing documents, providing information, attending proceedings and performing such other acts, as Amdocs may reasonably request, at all times during your employment with Amdocs and thereafter.

#### 4. Non-Competition

Due to the competitive nature of Amdocs' business, and your position and responsibilities within Amdocs, you agree that for the duration of your employment with Amdocs and for a period of six months after termination of your employment for any reason, you will not, without Amdocs' written consent:

- (a) Work for, be engaged by, or be employed by any person, company, trust or other entity who is or was a customer of Amdocs, any competitor of Amdocs, or any company affiliated with any such customer or competitor, in a capacity where you provide service, advice or assistance, in competition with Amdocs, in a similar domain or line of business with which you ever worked while employed by Amdocs; and/or
- (b) Own, manage, operate, control, be employed by, participate in, advise, finance, or otherwise be engaged (directly or indirectly), in any Amdocs Business Activities; PROVIDED Amdocs Business Activities are similar to those services which you provided during your employment with Amdocs. "Amdocs Business Activities" means any line of business or industry segment engaged in by Amdocs, including but not limited to: Business Support System (BSS); Digital (including Customer Relationship Management (CRM), Digital Channels, Ecommerce, and Order Management); Open Network (including, Operation Support Systems (OSS) and Network Function Virtualization (NFV)); and customer care and billing systems for telecommunications companies.

#### 5. Non-Solicitation

For the duration of your employment with Amdocs and for a period of six months after termination of your employment for any reason, you will not (directly or indirectly), either on your own account or in the service of others, in any way:

- (a) Solicit, entice away, or endeavor or attempt to induce, solicit or entice away, interfere with the relationship, or sell products or provide services of a kind or nature sold or provided by Amdocs during your employment with Amdocs to, any Customer (defined below), or affiliated party of such Customer – in any location. "Customer" means any person or entity that you or any of your subordinates sold products or provided services or actively solicited to sell products or provide services during the twelve (12) month period prior to your termination from Amdocs; and/or
- (b) Solicit, recruit, entice away, or endeavor or attempt to induce, solicit, recruit, or entice away, or hire or engage with, in any capacity whatsoever, any employee, consultant, officer, agent, subcontractor or service provider of Amdocs, that is employed or engaged by Amdocs on the date of your termination - to convince any of them to terminate or limit their relationship with Amdocs.



## 6. Acknowledgments

You acknowledge and agree that (i) in consideration of this Agreement, during your employment with Amdocs, you will become familiar with a range of Confidential Information and relationships, and (ii) your employment is of a particular and special value to Amdocs. Accordingly, you acknowledge that Amdocs may suffer extensive loss or damage, and would be irreparably harmed and impaired, if you breach (directly or indirectly) any of the restrictive covenants under this Agreement for which Amdocs would have no adequate remedy at law. You therefore acknowledge that the foregoing restrictions on your future employment and business activities are fair and reasonable, and are necessary to protect Amdocs' legitimate business interests. You also specifically acknowledge that the foregoing geographic and temporal restrictions on competition are fair and reasonable, given the nature and geographic scope of Amdocs' operations and Amdocs Business Activities.

## 7. Successors; Assignment

This Agreement and all rights of Amdocs hereunder shall inure to the benefit of, and be enforceable by, Amdocs and its successors and assigns, and shall be assignable, in whole or in part, by Amdocs in its sole discretion.

## 8. Modification; Entire Agreement

- (a) No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the parties hereto. No waiver by any party of any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions. Your obligations hereunder are not cancelled or limited by (and remain enforceable notwithstanding) any change in position, compensation, location, business performance or other terms of employment.
- (b) This Agreement constitutes the full and entire understandings and agreements between the parties with regard to the subject matter hereof, and is an integral and essential part of your employment with Amdocs.
- (c) You will not, in connection with your employment (and are instructed not to) use or disclose any information that then constituted a trade secret of a prior employer or a third party or keep or retain any document containing of the same.

## 9. Rights and Remedies Upon Breach by Employee

If you breach, or threaten to commit a breach of, any of the provisions under this Agreement, Amdocs shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

- (a) Specific Performance. Amdocs shall have the right and remedy to have each and every one of the restrictive covenants in this Agreement specifically enforced, including by way of injunctive or other equitable relief.
- (b) Indemnification. In the event you breach any provision of paragraphs 2-5 of this Agreement, you agree to indemnify and hold Amdocs harmless from and against any and all damages, losses or expenses, including attorneys' fees, relating to any breach or threatened breach of this Agreement by you.
- (c) Severability. You further acknowledge and agree that the restrictive covenants in this Agreement are reasonable and valid in geographic and temporal scope and in all other respects. If, however, any court subsequently determines that any of the restrictive covenants, other clauses of this Agreement or any part thereof, is invalid or unenforceable in any respect or to any extent, such restrictive covenant shall not be void but instead automatically shall be amended to such lesser degree, time, respect, or extent as will grant Amdocs the maximum restriction on your activities permitted by applicable law in such circumstances.



## 10. Governing Law; Jurisdiction

This Agreement is accepted and entered into in India, and the validity, interpretation, construction and performance of this Agreement shall be governed by, and interpreted according to, the laws of India, without regard to the principles of conflicts of laws thereof or any decision, rule or principle that would result in the application of the laws of another country. It is irrevocably agreed that the courts located in **Pune**, shall be the exclusive forum and jurisdiction to hear, litigate or settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (or to enforce any term of this Agreement).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

**Amdocs Development Centre India LLP.**

**Mr. Vaibhav Gupta**

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**Talent Acquisition Manager**

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**Signature**