



17th July 2020

Vinod B

**No 25, Oswal Delight, 2nd Main Road, Ramachandra puram
Bangalore, Karnataka 560021**

Dear **Vinod**:

I'm delighted to offer you a role at Cisco, where you'll be joining 70,000+ people who change the way the world works, lives, plays, and learns! But our edge doesn't come from our world-changing technology, it comes from our people. People just like you.

If you decide to join us, we offer something exceptional – it's called Our People Deal. It is all about what Cisco will offer you, and what we ask of you in return. Below you'll find the beginning of what Cisco has for you.

We're offering you a position as a **DATA ENGINEER**, Grade Level **008** in **123 - Cisco Systems (India) Private Limited**. You'll report to me, **Senthil Kumar D - sekumar2@cisco.com** and you'll start in our **Bangalore, Karnataka, India** office.

When you'll start

We're planning for you to start on **21-Oct-2020** (Start Date). If this date won't work for you, please email me (**Senthil Kumar D - sekumar2@cisco.com**) with the date you prefer and we can discuss options. You just need to make sure it is at least two weeks after we receive all your signed documents.

What Happens Next?

Please let us know your response to this offer by **21-Jul-2020** by either accepting this offer or contacting your recruiter or me to discuss.

If you accept the offer, you'll get access to our hiring portal, "My Documents Space" where you'll find more about what you need to get started on your Cisco career journey.

Get in touch if you have any questions. Reach out to me personally, or your recruiter, who is also a great source of information. It's been a pleasure getting to know you, **Vinod**. I look forward to having you on our team!

Welcome to Cisco!

Senthil Kumar D - sekumar2@cisco.com

MANAGER.DATA & ANALYTICS



Cisco Systems (India) Private Limited
SEZ Unit, Cessna Business Park,
Kadubeesanahalli Village
Varthur Hobli, Sarjapur Marathalli Outer Ring Road
Bangalore, Karnataka 560103
CIN: U31909KA1995PTC019505
India

Dear **Vinod**:

The terms of your employment are set out in the attached offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these currently include:

Date	21-Oct-2020
Candidate Name	Vinod B
Manager Name	Senthil Kumar D - sekumar2@cisco.com
Grade	008
Designation	DATA ENGINEER.008.DATA & ANALYTICS.CISCO-007367

Compensation Details	In INR per Annum
(A). Basic Salary	INR 800,000.00
(B). Flexible Compensation Plan	INR 800,000.00
(C). Total Fixed Salary (A+B)	INR 1,600,000.00
(D). Discretionary Bonus/Sales Commission at 100% achievement (Variable Component; Current Target)	INR 192,000.00
(E). PF (Employer's Contribution)	INR 96,000.00
(F). Estimated Total on Target Compensation at Current Targets (C+D+E)	INR 1,888,000.00

- Insurance benefits, additional leave entitlements and other discretionary benefits.

Your projected start date is **21-Oct-2020**. If you prefer a different start date, please respond back to this email with your requested start date.

To accept the terms of your offer, follow the process set out in clause 22 of the attached offer letter. If you do not do so within seven days after the date of this letter, the offer will lapse. Please also note that the terms of this letter and the attached offer letter are confidential.

Welcome to the Cisco family! We wish you a long and fruitful career with the Company.

Yours faithfully,
123 - Cisco Systems (India) Private Limited

Anupam Pillai
DIR. HUMAN RESOURCES



17th July 2020

Vinod B
No 25, Oswal Delight, 2nd Main Road, Ramachandra puram
Bangalore, Karnataka 560021

Dear **Vinod**:

On behalf of **123 - Cisco Systems (India) Private Limited ("Company")**, I am pleased to offer you the position of **DATA ENGINEER.008.DATA & ANALYTICS.CISCO-007367** on the terms set out herein.

1. COMMENCEMENT OF EMPLOYMENT

- a. Subject to you obtaining the necessary employment or visa approvals, if any, from the relevant government authorities for your employment with the Company, your employment will commence on **21-Oct-2020**.
- b. Your employment is intended to be for an indefinite term, subject to:
 - the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history;
 - your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and
 - termination pursuant to the terms of this agreement and the requirements of applicable law.

2. TERMS AND SCOPE OF EMPLOYMENT

- a. You will be employed in the position of **DATA ENGINEER.008.DATA & ANALYTICS.CISCO-007367**, grade level **008**. You will initially report to the **MANAGER.DATA & ANALYTICS** or such other person as required by the Company from time to time.
- b. Your place of work will be in **BANGALORE, KARNATAKA, INDIA**. The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains premises.
- c. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Proprietary Information and Inventions Agreement".
- d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Cisco's Code of Business Conduct. These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so). The COBC explains our Company's ethical values and culture, and the current version can be found at:
<https://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx>
- e. Please read the document concerning "Conflicts of Interest" carefully as it highlights certain conflict of interest policies under the Cisco Code of Business Conduct that you will be expected to comply with while employed by Cisco. If, after reviewing this document, you believe your employment with Cisco will create a conflict of interest of the types described in that document, immediately contact **Akshatha S Swamy - aksswamy@cisco.com**, or **Durba Nandi - dunandi@cisco.com**.

3. DUTIES

- a. You agree that, during your employment with the Company you must:
 - i. perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;
 - ii. serve the Company faithfully and diligently to the best of your ability;
 - iii. use all reasonable efforts to promote the interests of the Company;
 - iv. act in the Company's best interests;
 - v. comply with the Company's policies and procedures in place from time to time;
 - vi. comply with all law applicable to your position and the duties assigned to you; and
 - vii. report to the person or persons nominated by the Company from time to time.
- b. Without limiting your duties to the Company, you must not:
 - i. act in conflict with the Company's best interests; or
 - ii. compete with the Company, Cisco Commerce Private Limited or any of their respective subsidiaries and affiliates (together, the "Cisco Group").
- c. You agree that, the Company may assign you additional tasks or to a new manager; modify or remove your assigned duties; or change the place of your employment without additional compensation to you, in accordance with the Company's needs.

4. SALARY

Your fixed salary of **INR 1,600,000.00** will be split equally (i.e. 50%:50%) into two components:

- a. basic salary which is fully taxable and may not be changed; and
- b. flexible compensation: This component is flexible and you may structure it by allocating it among the following, which apply

in accordance with Company policy and relevant laws as established and amended from time to time:

- i. house rent allowance (HRA). This allowance is exempt from tax to the extent permitted by income tax laws and is based on the actual rental amount paid.
- ii. leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;
- iii. food coupons: These are exempt from tax up to a maximum of INR 13,200 per annum; and
- iv. flexible allowance: this is the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.

Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid in satisfaction of all services rendered by you under this agreement, including overtime, to the extent permitted by law.

You are encouraged to independently verify the tax implications on your salary. The taxable and non-taxable components of your salary may vary based upon the prevailing law as amended from time to time.

5. PROVIDENT FUND CONTRIBUTIONS AND GRATUITY

The Company shall make contributions of 12% of basic salary towards the provident fund. Gratuity will be paid in accordance with prevailing statutory requirements and your tenure of employment on India payroll.

For the employee holding foreign passport (International Worker), the Company shall make contributions of 12% of basic plus flexible allowance towards the provident fund.

6. DISCRETIONARY BENEFITS

In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.

You will be paid a post-tax notice period reimbursement amount as mutually agreed with the Company, in recognition of you incurring a financial cost in lieu of giving your notice period at your previous workplace. If you give notice of your resignation prior to the completion of one (1) year of service, you must return and repay to the Company the amount of the notice period reimbursement paid to you, the amount of which will be reduced on a pro-rata basis for each completed month of service. This repayment obligation will not apply if your employment terminates for any other reason other than your giving notice to resign.

You authorise the Company to withhold from your final pay, to the extent permitted by law, any notice period reimbursement due to the Company as described above and you agree to sign whatever further authorization may be required by the Company at the time to give effect to this. In the event the amount you owe the Company is greater than the amount withheld, you must pay the balance in full to the Company within thirty (30) days of the date your employment terminates.

You may be eligible to participate in any bonus scheme applicable to your position that the Company has in place from time to time. You acknowledge any bonus shall be at the absolute discretion of the Company, and you agree that as a condition of participating in any such scheme that you will not make, and do not have, any legal claim to expect or be entitled to a bonus, even if such payment was made repeatedly and without any explicit acknowledgment on each occasion as to its voluntary and/or discretionary nature.

You may be entitled to participate in the Company's benefits plans as operated from time to time, at such times as you qualify for them or, as the case may be, as you are selected, at the Company's absolute discretion, for participation in them. These include insurance benefits, additional leave entitlements such as maternity leave, marriage leave and bereavement leave, and other benefits.

7. VACATION ENTITLEMENT AND PAID HOLIDAYS

- a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.
- b. You are entitled to public holidays in accordance with the laws of the state in which you work.
- c. Privilege leave and public holidays will be paid as actual workdays.
- d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

8. HOURS OF WORK

You are expected to work during the Company's normal business hours (Business Hours). The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

9. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you

are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

10. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

11. DISABILITY AND SICK LEAVE

a. You will be entitled to paid sick leave in accordance with the Company's policy in place from time to time, subject to applicable law. You will not be entitled to any payment in respect of such leave on termination of your employment.

b. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.

c. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.

d. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

12. TERMINATION OF EMPLOYMENT RELATIONSHIP

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

- i. you disobey a lawful direction of the Company;
- ii. you are guilty of any other serious misconduct;
- iii. you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;
- iv. you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;
- v. you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Cisco Code of Business Conduct" as each may exist from time to time;
- vi. you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

- i. by you giving to the Company 15 days' written notice; or by paying an amount equal to 15 days' fixed salary; or
- ii. by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

- i. by you giving to the Company 60 days' written notice; or by paying an amount equal to 60 days' fixed salary; or
- ii. by the Company giving you 60 days' written notice or by paying you an amount equal to 60 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

d. You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

- i. the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;
- ii. you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;
- iii. your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and
- iv. you must not record or retain any confidential information in any form after termination.

13. RETIREMENT

You will retire on the completion of the Sixtieth year of your age i.e. day before your 60th Birthday. For the purpose of counting age, the date of birth recorded in the Cisco records as provided by you, shall be the conclusive proof.

14. NO CONFLICT OF INTEREST

a. You warrant that:

- i. you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and
- ii. your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Cisco Group or which in any way otherwise competes with any member of the Cisco Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

15. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

16. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

17. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

18. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

19. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

20. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

21. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

22. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable. To accept the terms of this offer, you must do the following on or before the acceptance deadline of seven days following the date of this letter:

- a. Sign the offer using DocuSign and
- b. acknowledge that you have received, reviewed and signed the Proprietary Information and Inventions Agreement and returned the completed, signed copy to as per instructions from **Durba Nandi - dunandi@cisco.com**, or such other person nominated by **Durba Nandi - dunandi@cisco.com**.

If you do not do these things by **21-Jul-2020** the date of this letter signifying your acceptance of the offer, the offer will lapse.

Welcome to the Cisco India family! We wish you a long and fruitful career with the Company.

Yours sincerely,



Anupam Pillai

DIR. HUMAN RESOURCES

Acceptance

I, **Vinod B**, accept this offer on the terms mentioned above.

Signature

Date

For Official Use Only:

123 - Cisco Systems (India) Private Limited

**DATA ENGINEER.008.DATA & ANALYTICS.CISCO-007367
008**

