



RV College of Engineering®

Autonomous
Institution Affiliated
to Visvesvaraya
Technological
University, Belagavi

Approved by AICTE,
New Delhi, Accredited
by NAAC, Bengaluru

Department of Computer Science and Engineering

Phone: 080-67178053, 8054 : e-mail: hod.cse@rvce.edu.in

Letter of Recommendation for Abhijoy Dutta

TO WHOMSOEVER IT MAY CONCERN

As far as I can remember, Abhijoy was not just one of the best, he was easily the un-questionable to 10 in the class with respect to ability and intelligence.

I'm a Professor in the department of Computer Science RVCE and I taught Abhijoy in 6 of his semesters.

So I've known him well for more than 3 years. I was delighted when Abhijoy told me that he would be pursuing a Masters in Computer Science. Having taught him, I've always felt that Abhijoy will do wonders in this field. This boy has an extremely analytical and calculative mind, I would strongly endorse him for any course.

Abhijoy was one of the few who had opted for the PSQ elective which is considered an extremely challenging course. After teaching any concept, I usually dictate the toughest questions for the class to solve, and he would almost, always raise his hand to give me the right answer even before others had understood the question. He was a brilliant mathematician! Infact, he hardly used his pen and paper to solve his questions, his mental math was just that incredibly good!

But the main reason, I have the greatest personal respect for Abhijoy is that being so good, never got to his head. In fact, when he realised, that others might be discouraged, when he gets the answers, he even stopped raising his hand, so that others get to solve the problem too. He would volunteer to help others and I also used to frequently see him explaining complex problems to others. It is for this same reason that he made an excellent team player, and sometimes leader.

During my time as an evaluator for his final year project, I also got to observe Abhijoy's natural ability to fluently speak about his work on stage. It also reflected his skill to practically apply the knowledge gained in class.

Besides being a musician, he was the captain of the college football team and had to spend a good part of his time on the field, but still excelled in academics.

Given his quantitative ability and overall acumen, I can guarantee that Abhijoy will shine at any course at your university and exceed all expectations.

He fully deserves to be a part of such a world class PG program. It gives me immense pleasure to share my insights about him and to strongly recommend him with no reservations whatsoever.

Sincerely,

Dr S R Swamy

Professor- Department of Computer Science,
RV College of Engineering, Bangalore, India

29/05/2020

To: Whomsoever it may concern

SUBJECT: ACADEMIC LOR – ABHIJOY DUTTA

I am Dr. Srinath, Head of the Department (HOD) of Computer Science, in the prestigious R.V. College of Engineering, Bangalore, India.

It gives me immense pleasure, to recommend Mr. Abhijoy Dutta, whom I've taught in three semesters in college, for further Post Graduation (PG) studies in Computer Science.

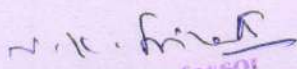
I remember Abhijoy as an **extremely intelligent and bright boy with excellent communication skills**. He was a quick learner and concentrated during class lectures. He was particularly good in uptake of technical concepts and their subsequent practical applications.

He has a **gregarious personality** and is quick to make friends. He's a **good musician** and plays the guitar as well as the piano. I remember that he was the lead vocalist and guitarist in a band called 'Ethereal' which he and his friends formed and participated in inter-collegiate functions.

He's also a **good sportsman** with a keen interest in Football and swimming. He captained the college football team as well. He has good organizing skills and team spirit.

I strongly believe that by pursuing a master's degree, Abhijoy will be able to enhance his skill set and fulfil his career aspirations. With this PG qualification, he will redefine his career and reach new horizons. I strongly recommend him for higher education and explore higher opportunities that may follow him in future.

Thanking you,


Dr. Srinath K

+91-9845293550

srinathk@rvce.edu.in

Head of Department (HOD)

Computer Science,

R.V College of Engineering, Bangalore, India

To Whom it May Concern

May 30, 2020

Letter of Recommendation

It is my pleasure to write this letter of recommendation for Abhijoy Dutta, who I understand is seeking to pursue higher studies. Abhijoy was a part of my analytics team and with his tremendous drive and acumen was able to generate several important leads that we were able to pursue and close.

Abhijoy is a great communicator and has a very sharp, analytical mind. His presentation skills and use of the social media are second to none. Getting an advanced degree would greatly enhance his repertoire and help shape him for greater achievements to come. He comes from a very distinguished lineage and I would endorse his candidature without hesitation.

I wish him every success in his endeavours. Please donot hesitate to reach out to me if you need additional information or inputs.

Best Regards,



Sanjay Venkatesh, CEO

Neviton Softech Pvt Ltd,

Brigade Software Park, IV Floor, Block B, # 42, 27th Cross,
Banashankari Stage II, Bangalore 560070

Email: sanjay.venkatesh@neviton.com

Phone: +91 80 267 132 24/25/26

Mobile: +91 9845378508

July 3, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Dear Abhijoy Dutta,

We are pleased to offer you a position of **Product Definition Analyst 3** at **Grade 09** with Amadeus Software Labs India Private Limited. We hope that Amadeus will provide you with a satisfying and challenging work environment along with a successful growth path.

Your annual Gross Fixed Salary will be [REDACTED]. In addition, you will be eligible for an Annual Corporate Bonus - [REDACTED] subject to the rules of the bonus scheme. A detailed compensation package is enclosed as the "Compensation Letter", which is Annexure 1 to the Employment Agreement attached here to as Exhibit A.

You will also be eligible for a one time joining bonus of [REDACTED]. This amount will be taxed and paid along with your first month's salary unless specified otherwise. The joining bonus is contingent to your joining Amadeus Software Labs India Private Limited on or before the date mentioned below. In the event of your separation of service before the completion of 12 months, for any reasons, you shall not be eligible for this joining bonus and you shall repay the joining bonus if any paid to you.

You will also be eligible for a one time retention bonus of [REDACTED] subject to satisfactory performance. This amount will be taxed and the first installment of [REDACTED] will be paid after completion of 6 months of service and the second installment of [REDACTED] after completion of 12 months of service, unless specified otherwise.

The retention bonus is contingent of your joining Amadeus Software Labs India Private Limited on or before the date mentioned below. In the event of you serving notice or separation from service before the completion of 12 months of service, for any reasons, you shall not be eligible for this retention bonus and you shall repay the retention bonus paid to you, if any.

It is mandatory for us to initiate the background verification process post your acceptance of offer with Amadeus. As part of the company's on-boarding procedure the background verification will be initiated on behalf of us by our partner, First Advantage Private. Ltd.

First Advantage Private. Ltd will trigger an e-mail on your personal mail id from their mailbox cde@fadv.com within one week post your acceptance. You need to fill and share relevant document/details on the portal within 48 hours, if not link will expire.

Non completion of this activity will defer your date of joining and in case there is a discrepancy with your background verification check will impact your employment with Amadeus.

These and other terms and conditions of employment that will affect your employment are contained in Exhibit A. A Checklist of Documents you must bring to work is attached as Exhibit B.

The terms of your engagement shall be governed by the provisions of the Employment Agreement as well as the internal policies, guidelines and regulations of Amadeus as issued and adopted by Amadeus from time to time. Your commencement date as well as the terms of employment may be altered unilaterally, at the management's discretion at any time prior to you joining Amadeus.

We are looking forward to the prospect of a long and productive relationship between you and the Amadeus team. Please advise us of your decision at your earliest convenience and feel free to contact me with any questions that you may have. You are expected to accept this offer and join Amadeus Software Labs India Private Limited on July 7, 2023. This offer will expire if not accepted and joined by July 7, 2023.

Yours sincerely,

For Amadeus Software Labs India Private Limited

signHere1

dateSigned1

Leetha Prajesh

Head - Talent Acquisition, APAC and India

JPMORGAN CHASE & Co.

July 13, 2012

Abhijoy Dutta
5-C, 1st B main, 14th B cross,
Bangalore - 560102

Dear Abhijoy

Your Employment by J.P. Morgan

We are pleased to confirm our offer of employment with **J.P. Morgan Services India Private Limited** (the "Company"). Please note that as part of the J.P. Morgan family, you may be required to provide services for other members of the J.P. Morgan group of companies (the "Group"). Providing these services may from time to time entail travelling and working in different locations within and outside your hiring country.

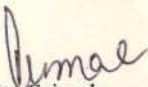
We have set out your personal employment terms and conditions in Appendix A and the general employment terms and conditions in Appendix B. These terms and conditions supersede any verbal discussions with you regarding your employment arrangements.

Please take the time to read these documents and to understand your employment package. In addition to the information shown on the following pages you will also be required to abide by the J.P. Morgan internal policies that are in force and amended from time to time such as HR Policies, the Code of Conduct, relevant personal trading policies and other policies and regulations implemented by the Company or the Group as set out in the J.P. Morgan HR & Personal website.

Your employment terms should be treated with the strictest confidence. Should you have any queries on your employment terms, please contact your HR representative. For queries on benefits or policies, please contact our accessHR hotline at 022-61257272. To accept this offer of employment, please initial each page of the attached, sign page 2 of this letter and return one copy of the letter and appendices to us by July 20, 2012.

We wish to take this opportunity to welcome you to the Group and wish you every success with the Company.

Yours sincerely,



Ritu Sripada
Vice President, Human Resources

13th March 2017

Abhijoy Dutta
Police Nivas, No.1,
Nrupathunga Road,
Near K.R.Circle,
Bangalore-56001

Dear Abhijoy

Subject: Appointment Letter.

We are pleased to offer you an appointment as "**Business Development Manager**" in Neviton Softech Pvt. Ltd. (hereinafter referred to as Neviton/Company), at Bangalore., India.

The following would be the terms of your employment:

1. Date of appointment

The effective start date of your employment would be **13th March 2017.**

2. Salary and Perquisites (PERSONAL/CONFIDENTIAL INFORMATION)

Your starting Annual Compensation on a Cost to Company basis is Rs [REDACTED] (Rupees [REDACTED] only, per annum).

Please find the CTC Break-up in Annexure -1.

All the aforesaid emoluments /disbursements would be subject to taxation as per the prevailing laws-of-the-land and our Finance Department will affect the disbursements as per the Policies and Procedures of our Company.

Your individual remuneration is purely a matter between you and the company, and has been arrived at on basis of the various discussions you had with us and on the Company's prevailing Compensation guidelines. **You are required to maintain this information and any changes hereafter, as strictly personal and confidential.** Compensation will be paid on a monthly basis in accordance with the Company's normal payroll procedures.

The details of Salary and benefits are as shown in Annexure 1. The Company reserves the right to add, delete, alter and amend the components of the salary as may be considered necessary from time to time.





Infotech Global(India) Ltd

#1126, 18th Cross, 9th Main,
Sector 7, HSR Layout,
Bangalore 560 102

T: + 91 80 6743 1900

www.healthec.com

CIN: U72200KA1995PLC018334

Jan 12, 2018
Mr. Abhijoy Dutta
Bangalore

Letter of Intent

This is with reference to your application & subsequent interview with us; we are pleased to provide this "Letter of Intent" to you regarding your assignment with Infotech Global (India) Ltd. at IGI, Bangalore. Your position will be that of **Senior Executive- Sales**. You are expected to commence employment on or before **Jan 15, 2018**.

You will be at an all-inclusive Gross Annual CTC salary of [REDACTED] **Only** the details of which will be provided in the Appointment Letter. As mutually agreed you will be working on rotational shift basis. i.e 24X5. Terms of offer will remain valid subject to background verification clearance.

You will be on probation for a period of six months from the date you join us. Your services will be confirmed by IGI in writing, subject to satisfactory performance during probation period. However, IGI reserves the right to confirm you even before the completion of the probationary period or extend the probationary period or to terminate your services on unsatisfactory performance at any time during the probationary period.

You are requested to return the duplicate copy of this letter, duly signed, within two days to indicate your acceptance of the compensation package and employment with IGI or it will be treated as cancelled.

You are required to submit "ALL" of the following documents on your day of joining, to avoid any delay in your date of joining IGI:

- Scanned copies of all the below listed documents should be sent through mail once you accept the offer.
- Four copies of your recent passport size photographs
- Copy of your Passport
- Copy of all your educational certificates, starting from Grade 10th
- Copy of all your previous work experience letter(s)
- Relieving letter from your previous employer(s)
- Last Pay slip drawn from your previous employer
- Form 16, if paying tax previously
- Copy of your PAN card
- Original documents of education and experience certificates must be brought for verification.

Our receipt of the above mentioned documents a formal "Letter of Appointment" will be issued to you.

You agree to keep the terms of this letter strictly confidential and you agree that you will not disclose its terms to anyone other than your legal or financial advisor(s), and appropriate family members. Further, to the extent to which information contained in this letter is disclosed to any other person, you agree to obtain from them the promise not to further disclose this information unless mandated by applicable law.

Please feel free to contact the undersigned if you have any questions regarding this offer of Employment letter.

If you concur with the above, please sign a copy of this letter and return to us.

Looking forward to having you on board!

Sincerely,
For Infotech Global (India) Ltd.

Girija Prabhu
Senior Manager – HR & Admin

Abhijoy Dutta



Sabre Travel Technologies Pvt. Ltd.
Units 1 & 2, Level 2, Navigator Building, ITPB
Whitefield Main Road, Bangalore – 560066
India
CIN: U72900KA2004PTC035134

Tel: +91 8041888888
Fax: +91 80 41888980
Email: sabre.blr@sabre.com
WWW.sabre.com

Date: 12 October 2021

PRIVATE & CONFIDENTIAL

APPOINTMENT LETTER

Abhijoy Dutta

Dear Abhijoy,

Congratulations!

Sabre Travel Technologies Pvt.Ltd (the “**Company**”), is pleased to offer you employment **Contributor Product Specialist** on the terms described below.

1) Compensation.

- a) **Base Salary:** You will be paid a starting salary as provided in **Attachment A** on a cost to company basis, payable on the Company’s regular payroll dates, which shall be payable monthly in arrears into your designated account. This base salary will be paid in [12 equal installments] and is inclusive of any statutory bonus or holiday allowance and any other extra amounts to which you may be entitled, subject to applicable law. Electronic pay slip will be issued to you rather than paper copies. Your pay will be periodically reviewed as a part of the Company’s regular reviews of compensation, but the Company is under no obligation to increase your pay, subject to applicable law. You shall be solely liable for your personal tax liabilities and the Company makes no assurances that the compensation has been structured in the most tax efficient manner or tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The breakdown of the compensation as set out in Attachment A may need to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability that you may face due to such revisions. Your compensation includes specific compensation for adhering to the restrictions contained herein and for assignment of intellectual property rights to the Company as set out herein and in the Intellectual Property and Confidentiality Agreement.
- b) **Withholding and Deductions:** All forms of compensation referred to in this letter or otherwise paid to you in relation to your employment by the Company are subject to applicable withholding and payroll taxes. In addition, to the extent permitted by applicable law, the Company may deduct from your compensation or other payments due to you, any money that you owe to the Company excluding the statutory payments.

- 2) **Start Date:** Subject to your satisfying the conditions in Section 7) a) below, your employment with the Company under this Agreement will commence no later than the **20 October 2021** as mentioned in your offer letter. No employment with any previous employer, will count towards your period of employment with the Company
- 3) **Place of and Hours of Work:** Your normal place of work will be at the Company's offices as per your offer letter. You also agree to travel to and work at such other places, throughout India and the rest of the world, as the Company may require for the proper and efficient performance of your duties. Your work schedule will be set by your manager in accordance with applicable law and may change from time to time based on business needs. Notwithstanding the foregoing, you will be expected to be flexible in your work schedule, which may include working in shift hours.
- 4) **Employee Benefits:** As an employee of the Company, you will be eligible to participate in the employee benefit plans, if any, currently and hereafter maintained by the Company and generally available to similarly situated employees of the Company in India. The benefits may have additional terms and conditions and eligibility criteria. The Company may modify or terminate benefits from time to time as it deems necessary or appropriate. Your rights under any employee benefit plans in which you participate from time to time (the "**Benefits**") shall be exclusively governed by the rules of such plans. You shall have no rights under this Agreement (or as a result of any alleged breach of it), whether on termination (whether lawfully or in breach) or expiry or otherwise, to any damages for breach of contract in respect of the loss of any Benefits or any rights that you may have received had you continued to have been employed Further, your eligibility to participate in any such plan is not an assurance of continuity of employment or continuity of participation in any future benefit plans of the Company. Your participation in any such benefit plans is entirely at the discretion of the Company and it is not a condition of your employment with the Company. Details are provided in **Attachment B**.
- 5) **Vacation/Paid Time Off:** You will be entitled to paid annual leave days each year in accordance with the Company's policies. If upon the termination of your employment you have taken more annual leave than your accrued entitlement as of the date of termination, the Company shall be entitled to deduct the appropriate amount from any payments due to you.
- 6) **Sick/Casual Leave:** You will be entitled to sick/casual leaves in accordance with the Company's policies. If upon the termination of your employment you have taken more sick/casual leave than your accrued entitlement as of the date of termination, the Company shall be entitled to deduct the appropriate amount from any payments due to you. The Company may require you to provide a medical certificate or other form in relation to your sickness. The Company may require you to undergo a medical examination from time to time and submit a medical report certifying your fitness in performing your duties and obligations under this Agreement.
- 7) **Pre-Employment Conditions**
 - a) **Background Check:** Your employment under this Agreement is contingent on your successful background checks including but not limited to criminal records, relevant regulatory clearances, education and employment verification and receipt of satisfactory references. A Human



Resources representative will contact you regarding the background check procedure. By signing this Agreement, you hereby agree to authorize such a verification and background check, either by the Company, or through a third-party service provider and agree to sign any and all documents necessary to enable the Company to conduct this verification and background check, and you warrant that all information provided by you is true and correct to the best of your knowledge, and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information.

- b) **Export Control License:** This offer is also contingent upon receipt of any export license or other approval that may be required under applicable law. The Company is not obligated to apply for any export license or other approval that may be required, nor can we guarantee that the relevant government agency will issue such license or approval.

- 8) **Intellectual Property and Confidentiality Agreement:** You will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Intellectual Property and Confidentiality Agreement (see **Attachment C**).

- 9) **Employment Relationship:** Your employment with the Company will be subject to the termination procedures described in Section 10 below. Your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, without any additional remuneration, at the discretion of the Company, subject to applicable law.

- 10) **Termination:**
 - a) **Termination Without Notice:** The Company may terminate your employment without any notice (or any payment in lieu) in each of the instances listed below. The Company may also suspend you pending the outcome of a disciplinary investigation. All benefits will cease upon termination of employment, subject to applicable law.
 - i) If you engage in any conduct which would result in your termination "for cause" under the Disciplinary Policy and Procedure.

 - b) **Termination with Notice:** The Company may terminate this Agreement at any time upon sixty (60) days' notice, or upon payment in lieu of notice as provided for by law as then in effect. You may resign from employment at any time, upon providing sixty (60) days' notice to the Company or upon payment in lieu of notice subject to manager's approval, as provided for by law as then in effect. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by you without the express consent of the Company. All benefits will cease upon termination of employment, subject to applicable law. If you are, at any time, prevented from ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company and supply it with such details as it may be required and if you are unable by reason of ill-health or accident or disability, for a period of [3] months or more to perform your duties hereunder, the Company may forthwith terminate this Agreement.

- 11) **Garden Leave:** The Company may also place you on “garden leave” during any period of notice of termination or your resignation from employment. While on garden leave, the Company may: (a) require you to carry out different duties from your normal duties; (b) require you not to attend at work; (c) require you to cease carrying out your duties altogether or cease having any business dealings with the Company’s employees, consultants, agents, distributors, suppliers, customers and prospective customers; and/or (d) exclude you from any premises of the Company or any Group Company. During such period, you will continue to receive your salary and all contractual benefits provided by your employment, and you must continue to comply with the remaining terms of this Agreement.
- 12) **General Obligations and Outside Activities:** As an employee, you will be expected to adhere to the Company’s standards of professionalism, loyalty, integrity, honesty, reliability and respect for all. You will also be expected to comply with the Company’s policies and procedures as varied from time to time. While such policies and procedures do not form part of your contract of employment, to the extent that they require you to do or refrain from doing any act, they constitute a direction from the Company that you must comply with or face possible disciplinary action (including termination of employment). As the Company strives to provide all employees with a progressive workplace, its policies and procedures will evolve and change as the Company changes. You must regularly familiarize yourself with any changes to the policies and procedures. Copies of the Company’s policies and procedures are available on the Company intranet. While you render services to the Company, you agree that you will not, whether directly or indirectly, be employed, engaged, concerned or interested in any manner whatsoever in any other employment, consulting or other business activity other than the business of the Company or accept any appointment to any office (including directorships) whether for gain or otherwise without the written consent of the Company. In addition, while you render services to the company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.
- 13) **Data Privacy and Monitoring:** In the context of your employment it is necessary for the Company to collect, use, and store certain personal information and sensitive personal information about you for administrative, management, compliance, legal, personnel and other purposes and you consent to such collection of your personal or sensitive personal information. Such personal data may also be transferred to others in the Company, Group Company, and/or third parties located outside of your country including but not limited to in the United States for legitimate business reasons, including but not limited to payroll processing, insurance benefits, etc. In addition, any use by you of Group Company communications systems and equipment, including email and computers must be in accordance with any policies that the Company or Group Company may issue from time to time, must be work-related, and may be subject to monitoring and recording. These may include the scanning, reading, inspection, scrutiny of emails sent and received, and web sites visited or created by you. You acknowledge that you do not have any expectation of privacy when using the Company’s resources. The collection, use, storage, and transfer of your personal data and the monitoring of your use of Group Company communications systems are described in more detail in the Data Privacy Notice included herein as **Attachment D**. If there is any part of the Data Privacy Notice that you do not understand or do not wish to agree to, please discuss it with Aloysius Vijay before signing. Furthermore, to the extent that you may have access to the personal data of others (within or outside Group Company) in the course of your employment with the Company, you also agree that you will



strictly comply with all applicable data protection laws, regulations and guidelines and any policies issued by the Company or Group Company from time to time relating to data protection and privacy, and you acknowledge that the breach of any such rules is likely to be regarded as gross misconduct.

- 14) **Returning Group Company Property:** You agree that upon termination of your employment, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) as its sole property all such papers, documents, memoranda, notes, records such as may be contained in magnetic media or other forms of computes storage, video tapes (whether or not produced by the you) and any copies thereof, charge and credit cards and other property of any Group Company as may be in your possession, custody, control or power, including but not limited to any phones, computers, vehicles, etc. provided by any Group Company, and all materials and other things containing or relating to Confidential and Proprietary Information (as defined in the Intellectual Property and Confidentiality Agreement) and all personal property furnished to or prepared by you in course of, or incident to, your employment or otherwise belonging to the Group Company.
- 15) **Indemnity:** You agree to indemnify and keep indemnified the Company at all times during the course of your employment with the Company (and even after the termination of this Agreement with respect to the terms contained herein), as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of employment.
- 16) **Warranties:** You hereby confirm and warrant that:
- a) You have carefully read and fully understood all the provisions of this Agreement.
 - b) You have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, threatened against you.
 - c) You have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
 - d) in the performance of your obligations, you will not utilize or make available to the Company any confidential or proprietary information of any third party or violate any obligation with respect to such information.
 - e) you have never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation.

This employment is on the basis that the information submitted by you is complete and correct. You agree and acknowledge that if it is found that the information submitted is false or incomplete or that you have concealed certain material information which detrimentally impacts the



employment with the Company, the Company may terminate employment without providing any notice or pay in lieu thereof.

17) **Miscellaneous**

- a) **Group Company:** The term “**Group Company**” in this Agreement shall refer to the Company and/or any of its current or future parent companies, subsidiaries, affiliates, successors or assigns.

- b) **Communications:** To the extent this Agreement or any related documentation has been provided to you in a language other than English, the English language version will govern in case of any ambiguities or inconsistencies, subject to applicable law. The Company may also deliver any documents related to your employment and request your consent to such documents by electronic means. You hereby consent to receive such documents by electronic delivery and, if applicable, to execute such documents via electronic signatures, click-through acceptance of terms, or other online system as may be established and maintained by the Company.

- a) **Severability:** The provisions of this Agreement are severable, and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, it shall nevertheless be enforced to the fullest extent allowed by law, and the remaining provisions shall not be affected. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

- b) **Governing Law and Forum:** This Agreement will be governed by the laws of India, without giving effect to any conflict of laws principles, and any dispute that cannot be resolved by the parties shall be submitted to the exclusive jurisdiction of the courts of Bangalore.

- c) **Non-Waiver:** No delay, failure or omission on the part of the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.

- d) **Additional Remedies:** Notwithstanding anything contained in this Agreement, you acknowledge that in addition to any remedy available to the Company, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, the Company shall be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

- e) **Entire Agreement:** This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.

Attachment A

Compensation Category		Sabre Compensation	
		Per Annum (INR)	Per Month (INR)
Basic Salary - (A)		INR 576,000	INR 48,000
Special Allowance (FBP*)		INR 624,000	INR 52,000
Base Salary (A+B)		INR 1,200,000	INR 100,000
Provident Fund (12% of basic)		INR 69,120	
Total Fixed pay		INR 1,269,120	
Target Variable Compensation Pay @ 5%		INR 60,000	
Total CTC		INR 1,329,120	
* Flexi Benefits Plan at Glance			
Fixed Allowances			
HRA	Flexi	Restricted from 0% or 10% to 50% of Basic salary	
Children Education	INR 100 p.m.	INR 1,200 per child per annum exempt up to 2 children	
Children Hostel Fee	INR 300 p.m.	INR 3,600 per child per annum exempt up to 2 children	
Special Allowance	Flexi	Fully taxable	
Reimbursements			
Books & Periodicals	Flexi	Fully exempted on actual bills submission, restricted to INR 24,000 per annum.	
Leave Travel Assistance (LTA)	Flexi	Fully exempted on actual bills submission, restricted to INR 120,000 per annum.	
Fuel & Maintenance	Flexi	Only INR 21,600 or INR 28,800 for car cc up to 1.6cc & above 1.6cc respectively per annum exempted for employee owned car	
Driver Salary	Flexi	Only INR 10,800 per annum exempted for employee owned car.	
Other Benefits/Perks			
NPS Contribution (ER)	Flexi	Up to 10% of basic exempted	

Please acknowledge if you have read through and understood the details in the attached detailed contract.

Candidate Acceptance Signature:

Date:

Attachment B

The Employee's benefit package shall equal the sum of followings:

<u>Benefits</u>	<u>Description of Benefits</u>
Health benefits:	New India Insurance Company Limited Mediclaime Plan: Hospitalization for employee and dependents. Group Personal Accident Insurance for employee only.
Life benefits:	Kotak Health Life Insurance Company limited Employee Benefits Life Insurance coverage: 26 time's monthly base plus allowances salary for employee only.



Attachment C

Sabre Travel Technologies Pvt.Ltd.

Employee Intellectual Property and Confidentiality Agreement

As an employee of Sabre Travel Technologies Pvt. Ltd. (the “**Company**”), or in the future, of the Group Company,¹ I acknowledge that I will have access to and use of Confidential and Proprietary Information and will receive specialized training from the Company. In consideration of these, other benefits, and compensation, the adequacy of which is hereby acknowledged, I, together with the Company (collectively, the “**Parties**”), agree as follows:

I. Confidentiality and Business Interest Obligations

A. Relationship

This Agreement will apply to my employment relationship with the Company. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “**Relationship**.” If I was previously or in the future am employed or hired as a consultant by any Group Company, to the extent a separate Intellectual Property and Confidentiality Agreement was or is not entered into in relation to such employment or engagement, “**Relationship**” shall also refer to any such employment or engagement, as applicable, and “**Company**” shall also refer to such Group Company employer or hiring entity, and “**Effective Date**” shall also include such period of the Relationship. I understand and acknowledge that this Agreement does not alter, amend, or expand upon any rights I may have to continue in any Relationship with the Company, or the duration thereof, under any existing agreements between the Company and me or under applicable law.

B. Company Authorization

Upon the Effective Date of this Agreement, the Company will do one or more of the following: (i) provide me with authorization to access and use some of the Group Company’s Confidential and Proprietary Information, by, for example, furnishing me with a computer password; and/or (ii) provide me with authorization to develop and use the goodwill of the Group Company by, for example, providing me with authorization to represent the Group Company in communications with customers and prospective customers, providing me with authorization to receive reimbursement for customer relations related expenses in accordance with Group Company policy limits, and/or assisting me in facilitating my contact with customers and prospective customers. This paragraph I(B) is not dependent on continued employment, but is dependent upon, and provided in exchange for, my full compliance with the restrictions in paragraphs I(C), I(D) and Section II below.

¹ Capitalized terms used in this Agreement and not otherwise defined in the text shall have the meanings assigned to such terms in Section III(G) below.

C. Employee Confidentiality

1. During and after the Relationship, I will, at all times, (a) hold all information in relation to the affairs of the Company including, without limitation, Confidential and Proprietary Information in the strictest confidence, whether specifically marked as confidential or not, which I possess, come to possess, make or discover before the commencement of employment, while in employment hereunder or otherwise and use all reasonable precautions to ensure that it is properly protected and kept from unauthorized persons, and
(b) not disclose, communicate, reproduce or distribute it, any part of it or any copies of it, except as, and only to the extent necessary to carry out my responsibilities as an employee of the Company, subject to a valid non-disclosure agreement or with the prior written consent of a duly authorized attorney of the Company other than me. I will not make copies of such Confidential and Proprietary Information except in the ordinary course of my duties or as authorized by the Company.
2. During and after the Relationship, I will not use any information in relation to the affairs of the Company including, without limitation, Confidential and Proprietary Information for my own benefit or the benefit of any third party. I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, I will devote my entire best business efforts to the interests of the Company and will not engage in any other employment or in any activities without the prior written consent of the Company.
3. During the Relationship I will maintain records on current and prospective Group Company customers, suppliers and other business relationships that I develop or help to develop, and I acknowledge that such records are Confidential and Proprietary Information.
4. During the Relationship I will use the goodwill and contacts developed with the Group Company's customers and suppliers for the exclusive benefit of the Group Company.
5. During the Relationship I will not use or disclose to the Group Company any confidential or proprietary information or trade secrets belonging to my former employers or other third parties. I will not bring onto the premises of the Group Company any documents, materials, or any other property belonging to my former employers or other third parties to which I owe an obligation of confidentiality.
6. I acknowledge that I have no expectation of privacy with respect to the Group Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. Any property situated on the Group Company's premises and owned by the Group Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Group Company personnel at any time with or without notice.
7. I represent and warrant that I am under no obligation (such as a non-competition agreement)

to a former employer or any other party affecting my ability: (a) to perform the terms of this Agreement;

(b) to be employed by the Company; or (c) to otherwise perform services for the Company. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Group Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Group Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I will not bring any such information or materials onto the Company's property or place of business. I will not enter into any written or oral agreement that conflicts with the provisions of this Agreement.

8. My agreements in this Section I(C) are intended to be for the benefit of the Group Company and any third party that has entrusted information or physical material to the Group Company in confidence.
9. This Agreement is intended to supplement, and not to supersede, any rights the Group Company may have in law or equity with respect to the protection of trade secrets or proprietary information.
10. I acknowledge that nothing in this Agreement prohibits or restricts me from initiating communications directly with, responding to any inquiry from, or providing testimony before, the Securities and Exchange Commission ("SEC"), Department of Justice ("DOJ"), or any other governmental agency or self-regulatory organization, about actual or potential violations of laws or regulations.

D. Creations and Proprietary Rights

1. I acknowledge that all right, title and interest throughout the world with respect to all Creations and any and all related Proprietary Rights (including all Rights to Use) shall solely vest in, inure to the sole benefit of, and be the sole property of, the Company (or its designee) without any limitation. I acknowledge that all Creations shall be considered works made for hire (to the greatest extent permitted by applicable law) and works produced in the service of the Company within the scope of the Relationship and are compensated by my salary. I hereby waive and irrevocably quit claim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Creations. Any assignment of Creations and Proprietary Rights includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and will not enforce any and all Moral Rights, including, without

limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

2. If, notwithstanding the foregoing, I retain any right, title or interest with respect to any Creations or any related Proprietary Rights, I hereby assign, transfer and convey, and will assign, transfer and convey, to the Company, without any limitations or any additional remuneration, all such right, title and interest. The rights assigned, transferred and conveyed hereunder shall include, without limitation, all Rights to Use.
3. If, notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. I also agree to assist and cooperate with the Company in perfecting the Company's rights in the Creations and any and all related Proprietary Rights.
4. If, notwithstanding the foregoing, I retain any right, title or interest with respect to any Creations or any related Proprietary Rights, or to the extent any of the rights, title and interest in and to any Creations or any related Proprietary Rights cannot be assigned by me to the Company, I hereby grant, and agree to grant, to the Company, without any limitations or any additional remuneration, the worldwide, exclusive, perpetual, irrevocable, royalty-free, transferable, freely sub-licensable (through multiple tiers of sublicensees), right and license under all my right, title and interest with respect to such Creations, any other Technology that is the subject of, embodies or uses, or is made using, any Proprietary Rights relating to such Creations, and any and all related Proprietary Rights, including all Rights to Use.
5. If in the course of the Relationship, I use or incorporate into a product, process or machine any Creation not covered by Section I(D)(1) of this Agreement in which I have an interest, I will promptly so inform the Company in writing. Whether or not I give such notice, I hereby irrevocably grant to the Company an unconditional non-exclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Creation and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Creation under all applicable intellectual property laws without restriction of any kind. I understand that it is my responsibility, and solely my responsibility, to ensure that any such Creations that I incorporate into the Company or Group Company product, process and/or machine can indeed be incorporated therein, that such incorporation does not violate any commitments made by me to any third parties, and that any rights stipulated in this provision to be granted to the Company or Group Company can indeed be granted to the Company or Group Company, notwithstanding any other joint owners of such Creations. I shall indemnify the Company or Group Company against any costs or damages, etc.

that may arise if I do not ascertain such rights to be granted or otherwise fail to meet my obligations under this provision.

6. I will maintain adequate and current written records of all Creations, and the creation, making, conception, invention, discovery, development, reduction to practice or suggestion thereof. The records will be in the form of notes, sketches, drawings and/or any other format specified by the Company. Such records will be available to, and remain the sole property of, the Company. I will not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I will deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship. I hereby authorize the Company to publish the Creations and any other Technology that is the subject of, embodies or uses, or is made using, any Proprietary Rights relating to the Creations, in the Company's sole discretion with or without attributing any of the foregoing to me or identifying me in connection therewith and regardless of the effect on such Creations and such other Technology or my relationship thereto.
7. If at any time, including after termination of the Relationship, the Company requests my signature or other cooperation regarding any Creations or otherwise, I will fully cooperate with the Company. I will provide assistance at the request of the Company to obtain, establish, perfect, maintain, evidence, enforce or otherwise protect any of the rights, title and interests assigned, transferred, conveyed, or licensed (or intended to be assigned, transferred, conveyed, or licensed) to the Company or its designee under this Agreement, or otherwise carry out the intent and accomplish the purposes of this Agreement. Such cooperation and assistance shall include, without limitation, any execution of an assignment, transfer, conveyance, license or waiver of, or any covenant not to institute, support, maintain or permit any action or assert any, rights, and cooperation and assistance in any proceedings before any government authorities or other legal proceedings, including being named a party for purposes thereof. Without limiting the generality of the foregoing, to the extent permitted by applicable law, I hereby appoint the Company as my attorney-in-fact (which appointment is coupled with an interest), with full power of substitution and delegation, with the right (but not the obligation) to perform any such acts and to execute, acknowledge and deliver any such documents on my behalf, provided that the Company shall not exercise such right unless I fail to perform such act or execute, acknowledge or deliver such document within five (5) business days after the Company's written request therefor. I will not independently file or prosecute any patent or copyright application relating to any Creation unless I have the prior written consent of an attorney of the Company.
8. I represent and warrant that I have identified on Schedule A of this Agreement any and all Technology and all related Proprietary Rights conceived, developed, created, made, or reduced to practice by me, either alone or with others, prior to my Relationship with the Company, that relate to the business in which the Group Company is, has been, or reasonably can be expected to become, involved and that I claim to own or in which I claim to have an interest or right. I do not and will not claim that prior to the Relationship, I owned any right,



title or interest in or to any Technology or any related Proprietary Rights that relates to the business in which the Group Company is, has been, or reasonably can be expected to become, involved, not specifically listed on Schedule A of this Agreement. To the extent such Technology does exist and is not listed on Schedule A, I hereby forever waive any and all rights or claims of ownership to such Technology and related Proprietary Rights. I understand that my listing of any Technology on Schedule A does not constitute an acknowledgement by the Company of the existence or extent of such Technology, nor of my ownership of such Technology. I further understand that I must receive the formal approval of the Company before commencing my Relationship with the Company.

9. Despite the foregoing provisions of this Section I(D), if I believe that I am entitled to ownership of any Creation and/or Proprietary Rights related thereto, conceived, developed, created, made or reduced to practice by me, either alone or with others, during my Relationship with the Company, I will promptly notify an attorney of the Company in writing. The Company will consider my position, but the Company will have no obligation to give me any ownership of or benefit from any Creation and/or Proprietary Rights related thereto.

II. Protective Covenants

I acknowledge that the covenants below are reasonable and necessary agreements for the protection of legitimate business interests of the Group Company covered in the fully enforceable, ancillary agreements of the Parties, including but not limited to those set forth in Section I above. I will not in any proceeding, deny the reasonableness of, or assert the unreasonableness of any portion of the covenants below. I acknowledge that complying with the covenants below will not preclude me from engaging in a lawful profession, trade or business, or from becoming gainfully employed. I further acknowledge that the covenants below are separate and distinct obligations under this Agreement and that the failure or alleged failure of the Company to perform its obligations under any other provisions of this Agreement shall not constitute a defense to the enforceability of the covenants below.

A. Competing Business/Covered Customer

As used herein, “**Competing Business**” means any person, corporation, partnership, limited liability company or other entity that engages in activities so similar in nature or purpose to those of the Group Company business unit(s) or subsidiary(ies) for which I worked or serviced within the last twenty-four (24) months of my Relationship, such that they could displace business opportunities, customers or suppliers of such business unit(s) or subsidiary(ies). Lists of current examples of direct competitors of each Group Company business unit and subsidiary are maintained by the Employee Relations department and will be furnished upon my request. “**Covered Customer**” means those entities and/or persons (customers or suppliers) that have a continuing business relationship or prospective business relationship with the Group Company and that did business with the Group Company within the last twenty-four (24) months I was with the Company and that I either: (a) received or handled Confidential and Proprietary Information about; (b) had contact with; or (c) supervised others who had contact with.

B. Restriction on Interfering with Employee Relationships

During my Relationship with the Company, and for a period of twenty-four (24) months following the termination of my Relationship with the Company for any reason whatsoever, I will not, either directly or indirectly, (i) solicit, encourage, or induce or attempt to solicit, encourage, or induce any (A) employee, marketing agent, vendor, partner or consultant of the Company or the Group Company to terminate his/her employment, agency, contract or consultancy with the Company or the Group Company, or any (B) prospective employee with whom the Company or the Group Company has had discussions or negotiations within six months prior to termination of my employment, not to establish a relationship with the Company or the Group Company without prior written consent of the Company.

C. Restriction on Interfering with Customer and Supplier Relationships

During the Relationship with the Company, and for a period of six (6) months following the termination of my Relationship with the Company, I will not, directly or indirectly, induce, encourage or attempt to induce any Covered Customer to stop or reduce business done with the Group Company, or call on, service, or solicit a Covered Customer on behalf of a Competing Business, without prior written consent of the Company. I will not, directly or indirectly, otherwise interfere with or negatively impact the business relationship the Group Company may have with any of its clients or customers. The Parties stipulate that this restriction is inherently limited to a reasonable geography because it is limited to the places or locations where the Covered Customer is located at the time.

D. Restriction on Unfair Competition

During my Relationship with the Company, and for a period of six (6) months following the termination of my Relationship with the Company, I will not, whether in India or anywhere else in the world, work for or assist a Competing Business in any capacity (as employee, consultant, contractor, officer, director, investor, agent, or otherwise), own, manage, operate, control or participate in or be connected with the ownership, management, operation or control of any business, directly or indirectly, which is or is about to be engaged in any business activity that would involve: (i) the same or substantially similar functions or responsibilities to those I performed for the Company; or (ii) supervision over the same or substantially similar functions or responsibilities. These restrictions do not prohibit ownership of securities in widely held corporations that are quoted and sold on the open market. The Parties stipulate that the foregoing is enforceable, reasonable, and necessary to protect the Group Company's legitimate business interests such as goodwill, trade secrets and confidential information. Further, during my Relationship with the Company, and for a period of six (6) months following the termination of my Relationship with the Company, I shall not, in relation to any trade, business or company other than that of the Group Company, use any name in such a way as to be capable of or likely to be confused with the name of the Group Company without first obtaining written consent of the Company.

E. Notice to Third Parties and Survival of Restrictions

During the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the "**Restriction Period**"), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor, or otherwise) of

my contractual obligations under this Agreement. I also understand and acknowledge that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. Upon written request by the Company, I will respond to the Company in writing regarding the status of my employment/engagement or proposed employment/engagement with any party during the Restriction Period. Each restriction set forth in this Section II shall survive the termination of my Relationship with the Company. If I fail to comply with the timed restrictions in this Agreement, the restrictive time periods provided for will be extended by one day for each day I am found to have failed to have complied up to a maximum of twenty-four (24) months.

F. Early Resolution Conference

During my Relationship with the Company, and for a six (6) month period thereafter, I will: (i) give the Company written notice at least fifteen (15) business days prior to commencing work for a Competing Business; (ii) provide the Company with sufficient information about my new position for the Company to determine whether such position would be likely to lead to a violation of this Agreement; and (iii) participate in an early resolution conference in a good faith effort to resolve any disputes between the Parties within fifteen (15) business days of providing the Company the required notice.

III. General Provisions

A. Assignment and Severability

I acknowledge that my obligations hereunder are personal, and that I shall have no right to assign, transfer or delegate and shall not assign, transfer or delegate or purport to assign, transfer or delegate this Agreement or any of my rights or obligations hereunder. This Agreement shall bind my heirs, executors, administrators, legal representatives and permitted assigns and shall remain in effect in the event I am transferred to any affiliate of the Company. This Agreement shall be deemed assigned to such affiliate as of my first day of the Relationship with such affiliate. This Agreement shall remain in effect for the benefit of any successor or assign of the business of the Group Company, and shall inure to the benefit of such successor or assign.

If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. I further acknowledge that the restrictions contained in Section II are considered by the Company and me to be reasonable in all circumstances. However, should a court of competent jurisdiction determine that the scope of the covenants contained in Section II exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

B. Governing Law and Jurisdiction

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of India, and any dispute that cannot be resolved by the parties shall be submitted to the exclusive jurisdiction of the courts of Bangalore alone and no other courts shall have the jurisdiction to entertain any matter or disputes relating to or arising out of this Agreement or the subject matter hereof.

C. Translation

To the extent this Agreement or any related documentation has been provided in a language other than English, the English language version will govern in case of any ambiguities or inconsistencies, subject to applicable law.

D. Entire Agreement and Waiver

This Agreement, including Schedule A, and the letter of offer constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings among the Parties, both oral and written, regarding such subject matter. I acknowledge that the Company has not made, and that I have not relied upon, any representations or warranties concerning the subject matter of this Agreement other than those expressly set forth herein, if any. This Agreement may be amended only by written agreement signed by a duly authorized attorney of the Company other than me. The waiver of any rights under this Agreement in any particular instance, or the failure to enforce any provision of this Agreement in any particular instance, shall not constitute a waiver or relinquishment of the right to enforce such provision or enforce this Agreement generally.

E. Duty to Read

I acknowledge that I have read, and I understand this Agreement. I further acknowledge that the Company would not have allowed me access to and use of Confidential and Proprietary Information, would not have provided me with the authority to develop and use goodwill of the Group Company and would not have provided me with specialized training without my acceptance of this Agreement. I also acknowledge that the restrictions contained in this agreement are reasonable, proper, and necessitated by the Company's legitimate business interests.

F. Advice of Counsel

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

G. Definitions

"Confidential and Proprietary Information" means all information and physical material of business or competitive value to the Group Company that is not generally known to the public and that is disclosed to or received by me (directly or indirectly and whether in writing, electronically, orally or by

observation), or invented, conceived, developed, created, made, or reduced to practice by me, either alone or with others, in the course of my Relationship with the Company, including but not limited to Technology, architecture, analyses, business plans, collections and compilations of information, computer programs, concepts, creations, current and/or prospective customer, supplier or other business relationship lists, records or other information, data, designs, devices, discoveries, documentation, drawings, employee salaries and other information, financial and sales information, flow charts, forecasts, formulae, hardware and hardware configurations, ideas, improvements, know-how, manuals, methods, notes, operating procedures, patterns, processes, projections, protocols, records, screen displays, software, specifications, studies, strategies, structures, surveys, system designs, techniques, tolerances, and all information obtained by the Group Company with a duty of confidentiality to third parties.

“Creations” means any and all Technology that (i) is created, made, conceived, invented, discovered, developed, reduced to practice or suggested by me, alone or together with others, at any time during my Relationship with the Company or, whether during or within a reasonable time after my Relationship with the Company, otherwise in connection with my activities as an employee of, or based upon any Confidential and Proprietary Information or Proprietary Rights of, the Group Company, and (ii) relates in any manner to the actual or reasonably anticipated business, research, development or other activities of the Group Company, or were created, made, conceived, invented, discovered, developed, reduced to practice or suggested using the Group Company’s equipment, supplies, facilities, or Confidential and Proprietary Information. Creations shall not include Technology expressly set forth on Schedule A.

“Group Company” means Sabre GBL Inc., its predecessors, successors, assigns, and any of its parents, subsidiaries (including, but not limited to GetThere, Travelocity and Site59), affiliates, divisions, related or joint venture companies, or other companies or organizations controlled by, controlling, or under common control with it.

“Proprietary Rights” means, throughout the world, any and all (i) copyrights, database rights and all other rights associated with works of authorship (including computer programs), creations or performances, whether published or unpublished, (ii) rights with respect to trade secrets and know-how, (iii) patents and related rights, inventor’s certificates, design rights, industrial design rights, utility model rights, (iv) trademark, service mark and trade dress rights and other rights relating to source or indicia of origin, and (v) any and all other intellectual property, industrial property, and other proprietary rights, together with (a) all rights related to any of the foregoing, including, without limitation, rights with respect to applications and filings for any of the foregoing, rights with respect to registrations or renewals of any of the foregoing, and rights to apply for, file, register, establish, maintain, extend or renew any of the foregoing, (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including, without limitation, the right to enforce and protect any of the foregoing, including to bring legal actions against any party for all past, present and future infringements, misappropriations or other violations of or relating to any of the foregoing and to settle, and collect and retain the proceeds from, any such actions, and (c) all rights to transfer and grant licenses, sublicenses (through multiple tiers of sub-licensees) and other rights with respect to any and all of the foregoing in Group Company’s sole discretion.



“Rights to Use” means (i) all rights to publish, copy, reproduce, adapt, modify, translate, prepare derivatives based upon, distribute, rent, lease, lend, transmit, broadcast, publicly perform, publicly display, otherwise communicate or make available to the public, record, store on any medium, make, use, sell, offer for sale, have sold, import, have imported, practice any method in connection with and otherwise use or exploit for any purpose, throughout the world, by any and all means and in any form or medium whatsoever, the Creations and any other Technology that is the subject of, embodies or uses, or is made using, any Proprietary Rights relating to the Creations and any improvements thereof, and (ii) all rights to transfer and grant licenses, sublicenses (through multiple tiers of sub-licensees), and other rights with respect to any and all of the foregoing rights, and to authorize any third party to exercise any of the foregoing rights, in the Group Company’s sole discretion.

“Technology” means all materials, information (technical and non-technical), ideas (whether or not protectable under trade secret laws) and other subject matter, including, without limitation, works of authorship and other creations; information fixed in any tangible medium of expression (whether or not protectable under copyright laws); inventions (whether or not protectable under patent laws), invention disclosures, discoveries, developments and patent applications; know-how and trade secrets; plans, designs and concepts; new or useful art; artwork, drawings, designs, diagrams, sketches and schematics; writings, reports, white papers, notebooks, memoranda and other information; marketing requirements documents; specifications, formulas, structures and other technical or engineering information; prototypes, models, systems, compositions, hardware, tools, equipment, apparatuses, instruments and other devices, products and technology; processes, methods, techniques, procedures and work in process; computer programs (in source code, object code or any other format), applications, algorithms, protocols, data and databases, programmable logic and documentation; and any copies, extracts, portions, derivatives, improvements and enhancements thereof and modifications thereto.

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Attachment D

Data Privacy Notice

Personal Data

In the context of your employment with Sabre Travel Technologies Pvt. Ltd. it is necessary for the Company to collect, use, store, and transfer (together, “**processing**”) certain personal information (“**Personal Data**”) about you. This Personal Data includes: (1) **identification and contact information**, including name; date and place of birth; age; business, home, and email addresses and phone numbers; login identification and passwords for Company systems; Company internal identification number; social security or other government identification numbers; citizenship/nationality, passport, visa, work authorization, and residency permit status; gender, marital or domestic partner status, and family information; photograph; and next of kin and/or emergency contact details; (2) **information relating to your job and work history**, including your business unit and management reporting structure; job title, level, function, and nature of your duties and responsibilities; employment status ; work-related evaluations and assessments such as professional performance appraisals or reviews (including subjective or unstructured narrative comments); time and attendance records; years of service and work history; education, skills, and abilities; professional biography; training and development; and work-related grievances, internal investigations, including reports that may be submitted anonymously through a whistle-blowing procedure, and corrective action plans; (3) **payroll, administrative, and benefits-related information**, including compensation data (including salary deductions, child or spousal support payments or court-ordered garnishments/payments); certain financial information such as bank account numbers for direct salary deposit, company credit cards, expense accounts and reimbursement information; entitlement and participation in Company-related benefits such as health plans and pensions; insurance or pension beneficiary information; bonus or equity compensation program participation (including any brokerage account data, awards and enrollment information); medical information as it relates to job role, leaves, and benefits entitlements; and (4) **miscellaneous personal data**, including travel history, relationship to dispute or litigation in which the Company has an interest; intellectual property, patents and inventions; professional associations, memberships and affiliations; military service if required for benefits and/or leave administration; and information that may be collected or contained on Company-approved devices; and (5) **the above information as may be provided by you about members of your family and other dependents**. The Personal Data described in this section may also consist of “**Sensitive Personal Data**,” which includes information such as: passwords, financial information such as Bank account or credit card or debit card or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, and Biometric information. Personal Data and Sensitive Personal Data are together referred to herein as “**Data**”.

Purposes

The purposes for which the Company processes Data include: (1) meeting the Company’s legal and regulatory obligations, such as the payment of payroll, income, foreign, or other taxes; complying with immigration, work permit, and health and safety obligations; and providing a working environment free from unlawful discrimination and complying with other employment legislation; (2) maintaining and improving effective human resources management and complying with the Company’s contractual obligations under an employment agreement, service contract, or otherwise, including administering salary, bonuses, health and other benefits, leave entitlements, and expense tracking and budgeting; (3)



allocating work, tracking assignments, determining qualifications for specific projects, and providing for and monitoring training requirements and professional development, as well as facilitating employee performance evaluations, disciplinary and grievance hearings; (4) monitoring compliance with contractual obligations, Company policies and codes of practice; complying with management reporting requirements; facilitating internal investigations and preventing and detecting crime; (5) maintaining one or more internal and external employee directories with information such as name, position/title and location, work contact information, and reporting lines; (6) due diligence in the event of a potential sale of part or all of the Company or any affiliated entity or other corporate restructuring or transaction; (7) responding to data requests and other preparation in the context of potential or actual litigation or other investigation.

Access and Review

From time to time, the Company may ask you to review and update your Data. You may access and update your Data more frequently if you wish and, in some instances, you may have rights under applicable laws and regulations to access such Data.

Transfer

As the Company is part of a larger group of related entities operating internationally, the Company may transfer Data to its own operations or to other subsidiary or affiliated companies located outside of your country (including in countries where data protection laws and regulations may differ from those in your jurisdiction) for further processing for the purposes described above and to streamline, harmonize, and increase the quality, timeliness, accuracy, and security of Data throughout the Group Company. In particular, data may be transferred to databases for human resources information housed by Sabre GLBL Inc. in the United States and may be accessed elsewhere. Likewise, the Company may also transfer Data to third parties outside the Company, including: (1) governmental and regulatory bodies such as tax and labor authorities and law enforcement when required by applicable laws, to prevent and detect crime or in connection with a corporate restructuring or transaction; (2) legal and tax advisors, auditors, and other outside professional advisers; (3) potential purchasers of or investors in part or all of the Company, its business, or any or part of any affiliated entity; and (4) vendors that provide products or services to the Company or a related entity, such as technology suppliers, medical practitioners, relocation services, and private health companies. These recipients may be located outside of your country, where data protection laws and regulations may differ from those in your jurisdiction. Personal Data in the internal employee directory may also be accessed, within and outside your country, by employees of the Company or a related entity, as well as by authorized third parties.

Monitoring

The Company or an affiliated entity may monitor and record your use of its communication systems and equipment (including its telephone, mobile phone, voicemail, e-mail or computer systems) without further notice to ensure that its rules are being complied with and for legitimate business purposes. Any use by you of such communication systems and equipment shall be in accordance with any policies that the Company or related entity may issue from time to time. Private use should be conducted outside of working hours, away from the Company's premises and without using Company communication systems or equipment. Your communications on the Company's communication systems and equipment may be used as evidence in disciplinary or legal proceedings against you.

**Dependents**

If you provide the Company with Data about members of your family and/or other dependents, such as information related to health and other benefits that they may obtain through your employment, it is your responsibility to obtain the consent of these individuals (provided they are legally competent to give their consent) for the processing (including transfer) of that Data by the Company as set out in this notice. By providing your family and/or other dependents' personal information you confirm that you have obtained their consent in accordance with requirements under applicable laws and, with respect to any individuals not legally competent to give consent, you consent on their behalf (and you confirm that you have the authority to do so).

Company Contact Information

To request access to or to amend your Data, or to ask any questions related to this Notice or the Company's privacy practices, you should notify the Company by contacting Shalini



SIGNATORIES

IN WITNESS WHEREOF each of the Parties has executed this Agreement, as of the day and year first above written.

SIGNED AND DELIVERED

For and on behalf of **Sabre Travel Technologies Private Limited**

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

Name: Aloysius Vijay

Designation: Sr Manager Talent Acquisition

EMPLOYEE

Name: Abhijoy Dutta

Date:

WITNESS

Name:

Date: