



HRD/3T/19-20/12649428

Mr. Indraneel Jayesh Dongaonkar
Candidate ID: 12649428
Pannalal Nagar,
Near Garden
Amravati - 444605
Maharashtra
India
Ph: (91) 85548 63116

June 28, 2019

Dear Indraneel,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
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Ph: (91) 85548 63116

Dear Indraneel,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **August 19, 2019**.

Location

Your location of training is **Mysore, India**. The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*

Training Period:

The training program will consist of classroom training and on-the-job training. The duration of the classroom training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and Successful completion of the training.

Probation and confirmation

You will be on probation for a period of twelve months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Agreement:

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

Compensation and Benefits

Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

Training Performance- linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year **2019 - 20** will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 4,00,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

Notice period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months' notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation / post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program **2018 -2019**. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure - III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your name Location

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
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askus@infosys.com
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ANNEXURE - I
(Compensation during the Training Period)

COMPENSATION DETAILS (All figures in INR. per month)	
NAME	Mr. Indraneel Jayesh Dongaonkar
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
MONTHLY GROSS SALARY	22,328

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary	722
FIXED GROSS SALARY (1+2+3)	25,000
TOTAL GROSS SALARY	25,000

OTHER BENEFITS				
Scheme	Eligible Amount in INR.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12,000 (Without Security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.				
* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE- II
(Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR. per month)	
NAME	Mr. Indraneel Jayesh Dongaonkar
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
MONTHLY GROSS SALARY	22,328

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary	722
FIXED GROSS SALARY (FGS) (1+2+3)	25,000

4. INCENTIVE COMPONENTS	At an indicative Payout of 5%	At an indicative Payout of 10%	At an indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)			26,250
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)			27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)			30,000

OTHER BENEFITS				
Scheme	Eligible Amount in INR.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12,000 (Without Security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.				
* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				



Date: September 3, 2018

Ref: LTI/HR/Campus/2019

Name: Annie Bhardwaj

College: International Institute of Information Technology, Pune

OFFER OF EMPLOYMENT

Dear Annie Bhardwaj,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Graduate Engineer Trainee**.

During the initial training period of 12 months, your CTC including all benefits will be **Rs.3,18,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

The date of commencement of training and venue for reporting will be intimated to you in advance.

Upon joining and during the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to complete the LTI training which will be communicated to you separately. LTI has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining. If you do not get the minimum score required, you will be asked to reappear for the training assessments prior to your date of joining

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Service Agreement

You will be required to execute a service agreement at the time of joining to serve LTI for a minimum period of 2 years, failing which, you (and your surety) jointly or severally will be liable to pay LTI an amount of Rs.2,00,000.

6. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this '**Offer of Employment**' on the **CampBuzz Portal** (<https://campbuzz.ltinfoltech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

The terms and conditions mentioned above are subject to changes at any time at sole discretion of the Company and as per business demands without prior notice.

According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Joji Varghese
Sr. HR Manager

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Name : Annie Bhardwaj		Date : September 3, 2018	
Salary Grade : GET(I)			
Component	Amount Rs./Per Annum	Amount Rs. /Per Month	
<u>MONTHLY REMUNERATION</u>			
Basic		10,000	
House Rent Allowance (H.R.A.)		5,000	
Conveyance Allowance		1,600	
Medical Allowance		1,250	
Adhoc Allowance		5,414	
Meal Allowance		1,210	
Sub- Total (A)	293,688	24,474	
<u>DEFERRED BENEFITS</u>			
Provident Fund (P.F.)		1200	
Gratuity		481	
Sub- Total (B)	20,172	1,681	
Total (A+B)	313,860	26,155	
Mediclaime Premium	4,140		
Grand Total	318,000		
Notes: - Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules. - H.R.A. will be deducted for accommodation (if any) provided by the Company. - You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy. - The Company can set off or make appropriate adjustment from Adhoc Allowance towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act. - The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution - Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.			
Medical Insurance: The Group Mediclaime Policy of Company covers Employee, Spouse & upto 2 dependent children (below 21 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.			

ANNEXURE-2

Eligibility Criteria for Engineering & MCA Candidates- 2019 Batch		
Qualification	B.E./B.Tech.	MCA
Branches:	All Branches	Computer Application
Age Criteria: As on 1st July of Passing year (2019)	Less than 24 years	Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma/after Graduation. No Year drop allowed.	
Course must complete in:	4 years	3 years
SSC, HSC , Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: • SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. • Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. • For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. • For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.	
Graduation,Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA Aggregate of all semesters AND all appeared subjects(irrespective of the University rule) Provisional/Passing Certificate(of all courses) must state First class	
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation,Post Graduation)	• No active/live backlogs allowed at the time of the interview process. • Backlogs includes Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. • This also includes Internal,External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. • Re-exam(Supplementary or Additional exams) given soon after the main exam is also considered as Re-attempt/ATKT/Backlog/Arrear. • No Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester</u> of any course. • Any pending Re-attempts/ATKTs/Backlogs/Arrears in the current course (obtained after the interview process) must be attempted and cleared <u>with the final semester examinations</u>	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2019 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
<p><u>Self Declaration :</u></p> <p>1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above.</p> <p>2. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.</p> <p>3. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.</p> <p>4. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.</p> <p>5. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months. (If found so, LTI may take immediate action and cancel the candidature at ANY stage)</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Mobile No: _____</p> <p>College Name : _____</p> <p>Today's Date: _____</p>		



October 31, 2018

Mr. Nagbhidkar, Archan
602, Swapnil Sharva Appt
Mak Road, Shivaji Nagar, Shankar Nagar
Nagpur, Maharashtra- 440010

Dear Archan,

We take pleasure in offering you the position of **Associate Technical Support Engineer** subject to your acceptance of the Terms & Conditions of appointment detailed below.

This is a conditional offer and is subject to your successful and satisfactory completion of your course in **Year 2019** as per the company standards and expectations. The Company shall have the final and sole discretion to decide on the continuity of this conditional offer based on your result.

1. DUTIES AND SERVICES

- a) You shall be appointed as **Associate Technical Support Engineer**. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company. As a member of an organization that practices flexibility and continuous improvement in work processes and practices, the Company may from time to time change your duties and responsibilities at its sole discretion.
- b) Your appointment will be effective from **24th June 2019**, unless terminated in accordance with the provisions of this agreement. If you fail to join the Company on the aforementioned date, this offer shall lapse.

Your employment is contingent upon your completing and submitting a satisfactory medical questionnaire. Your employment and its continuance is subject to your being found and remaining (physically and mentally) fit. If the company deems necessary, you may also be required to satisfactorily pass a medical examination from a registered medical practitioner, at the time of joining and from time to time in future. Your employment is also subject to receiving at least two satisfactory references.

You are expected at all times faithfully, assiduously and to the best of your ability, experience and talent, perform to the company's satisfaction, all of the duties that may be assigned to you, from time to time.

You are expected to be punctual and strictly abide by office timings of the Company. While you render your services to the Company, you understand that Company may require you to work in different shifts in accordance with the operational requirements of the Company. Additionally, you understand that to perform your duties diligently, you may be required to work and support beyond the normal working hours or on weekends or holidays.

While you are in employment with the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company or in hiring any employees of the Company.

- c) Place of work

You will be based at **Pune**. The Company reserves the right to transfer or seconded you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and conditions of your employment set forth herein are not adversely affected by such transfer. The Company further reserves the right, subject to applicable laws, to transfer your employment to any



other company or legal entity, as part of any transfer of relevant business of the Company or as part of any restructuring or amalgamation or re-organization plan implemented by the Company or by which the Company is bound, subject to your consent and approval. In cases of transfer, the Company shall ensure that the terms and conditions of employment shall not be less favorable in any way than those applicable to you before transfer.

2. PROBATION

You will be on a probationary period of **6 months** from the date of joining. Your probation period is subject to extension at the sole discretion of the Company. On completion of **6 months**, it shall be deemed that you are confirmed unless Company extends your probation further for an additional period of **3 months** in writing. If the management is not satisfied with your work and conduct, your services shall be liable to be terminated as per **Clause 4** during or on completion of the probationary period.

3. COMPENSATION AND BENEFITS

During the term of the employment, the company shall pay to you the compensation and benefits stated in **Appendix A** of this agreement and it is agreed that you will accept the same as payment in full, for all services rendered by you to or for the benefit of the Company in your capacity as **Associate Technical Support Engineer**. The company shall reimburse you for reasonable and properly documented expenses incurred in connection with the company's business and the performance of your duties. These will be subject to such policies as the company may from time to time establish. The salary stated in **Appendix A** is payable monthly by direct credit to your bank account on or before the first day of each calendar month, with respect to the preceding month.

It is however clarified that except for statutory benefits, other benefits and entitlements that may be provided to you by the Company are provided to you on a voluntary basis by the Company in accordance with applicable Company HR Policy. Accordingly, the said other benefits and entitlements are liable to be withdrawn or changed from time to time. No such other benefits and entitlements shall be payable to you in the event you cease to be in employment with the Company prior to relevant payout date or are serving the notice period as on payout date, in all such cases the other benefits and entitlements shall be forfeited.

All forms of compensation referred to in this Agreement are subject to deduction of applicable withholding and payroll taxes as may be governed by the laws in force. You understand and agree that Employer PF contribution forms a part of the total compensation or cost to the company. You also understand that the Employee PF contribution shall be part of employee's salary and shall be deductible therefrom as required by the statute.

You may be entitled to following incentives:-

- You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

4. SEPARATION

- a) The employment may be terminated by either party during your probation, by giving notice of **15 days**.
- b) After confirmation, your employment with the Company may be terminated by either party giving **60 days written notice** or **60 days salary** in lieu of notice and without assigning any reasons therefore. Company reserves the right to pay or recover salary in lieu of notice. In the event you serve notice of termination, the Company may relieve you from the date as the Company may deem fit even before expiration of the notice period.



- c) Absence for a continuous period of 10 days (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or intimation from the Company, and you shall be liable to pay to the Company salary in lieu of notice.
- d) On termination, you will return to the company all materials; books; documents; data; drawings or records belonging to the company or any of its affiliates or customers and you shall not make or retain any copy thereof.
- e) Subject to earlier termination of this agreement as per the terms hereof and extensions that may be granted by the Company in its absolute and sole discretion, you shall be liable for retirement at the age of sixty (60) years or on completing thirty five (35) years of continuous service, whichever is earlier.
- f) Termination for breach of code of conduct/HR Policy:

The Company may terminate this agreement for Breach of 'Code of Conduct/HR Policy' with immediate effect, without giving any notice of termination or any compensation of whatsoever nature, to you. The Code of Conduct shall be deemed as having been breached by any or all of the following:

- i. Conviction by, or entry of a plea of guilty in a court of competent and final jurisdiction for any crime involving moral turpitude or punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of employment;
- iii. Continuing, repeated and willful failure or refusal to perform agreed duties in the company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the company
- v. Commission of any acts which is detrimental to the Company's business or goodwill or in breach of the company's ethical code of conduct;
- vi. Violation of any other provision of this employment agreement.
- vii. HR Policy

In such case, the Company shall only be liable to pay your salary and benefits up to the date of your termination. Such termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.

5. USE AND NON-DISCLOSURE AGREEMENT

For the purposes of this Agreement:

"Group" means the Company, any subsidiary of the Company, any holding company of the Company, any subsidiary of such holding company and any company designated by the board of the Company as an associated company from time to time;

"Confidential Material" means any information relating to the Group or the business, prospective proposed business or affairs of the Group or of any customers or clients of the Group, including intellectual property and finances, which comes into your possession by virtue of your Employment, and which we regard, or could reasonably be expected to regard, as confidential. You must not during your employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material and you must use your best endeavors to prevent such disclosure.

All Confidential Material and all other documents, papers and property which may have been made or prepared by you, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Group or those of any customer, Supplier, agent, distributor or sub-contractor of the Group are, as between us deemed to be the Group's property. You must deliver up all such documents and other property, including all copies, to the Company immediately upon the termination of your employment (or at any earlier time on demand).



You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is required to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement. Failure by you to comply with this Clause shall represent gross misconduct entitling the Company to terminate your employment with immediate effect.

6. COMPANY PROPERTY

The company will provide you with infrastructure and tools as deemed necessary for carrying out your duties. All such tools provided by the company will be the property of the company.

All such property of the company that is given to you, shall be returned to the designated person in the company, upon the termination of the employment agreement and prior to the effective last date of your employment in the company.

7. OWNERSHIP OF INTELLECTUAL PROPERTY/ INVENTIONS

For the purposes of this Clause, 'Intellectual Property' includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide. If at any time during the course of your employment you create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company business or the business of any subsidiary or affiliate of Company, any Company of ours, any subsidiary of such holding company or any company designated by the Company as an associated company from time to time, you will immediately communicate full Details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any designated company's absolute property worldwide.

At our request and expense you will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and will assign, make, execute and deliver all and any documents requested by the Company and do all things that may be necessary or desirable in connection with for obtaining, maintaining, extending and if necessary enforcing and defending protection for and/or assigning to the Company or any designated company the Intellectual Property and as the Company may direct.

You hereby assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment.

You will do nothing during or after your employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any designated company and in particular you will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

You hereby waive absolutely your moral rights (if any) in respect of any such Intellectual Property.

8. NON-COMPETITION CLAUSE

During the term of this Agreement and for a period of 1 (one) year after the termination of your employment with the Company, if the Company perceives that you are or have been directly or indirectly associated with, managing, undertaking, carrying on or employed, engaged or interested in any capacity, or have advised, a company or firm that is in the same business as the Company or any business which is competitive with a certain business of the Company or a Group company, in a manner that is detrimental to the interest of the business of the Company or group



company in India or worldwide, the Company shall be entitled to address such issue and take necessary action against you.

During the term of this Agreement and for a period of 1 (one) year thereafter, you shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Group company (or procure or assist the solicitation, interference with or enticement of) any employee, or do any act whereby such employee is encouraged to terminate their employment or engagement, with the Company or any other Group company.

9. MISCELLANEOUS

- a. This employment supersedes all prior and existing agreements, both oral and written, between the company and you, concerning employment in the company, and may be modified only by a document, which has been signed by both parties. Particularly, this agreement overrides and supersedes the Employment Offer provided by NICE Interactive Solutions India Pvt. Ltd. (on behalf of the Company), to you, which shall be deemed to be terminated forthwith upon your signing this Agreement.
- b. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the companies from time to time including those relating to conduct, discipline, benefits salary review, retirement, and any other matters as though these rules, regulations and orders were a part of this agreement of employment. Such policies, rules, and regulations may be subjected to alteration and amendment. If at any time your conduct is considered by the company as detrimental in terms of company policies or in violation of one or more terms of this agreement, your services will be terminated forthwith without notice.
- c. In the event that your duties require you to represent the company or liaise with legal or government authorities for company related business matters, you are expected to adhere to the law of the country as well as the ethical code of conduct that is defined by the company. It shall be your responsibility to be aware of the prevailing laws that govern such matters.
- d. You shall not make any commitment or representation on behalf of the company unless authorized in writing to do so. It is clearly understood that you shall not have the right to enter into, sign or execute contracts on behalf of the company or make commitments of any kind for or on behalf of or purporting to be for or on behalf of the company, except as specifically authorized by a director of the Company in writing. The company assumes no responsibility for any statement, promises or warranties made by you and you hereby agree to indemnify and save harmless the Company against any claims arising therefrom. You will not incur or undertake any liability on behalf of the company or in any way pledge or purport to pledge its credit or enter into any contract, agreements, arrangements or understandings or in any other way bind or attempt to bind the company with respect to dealings with third persons, firms and companies.
- e. Any information furnished by you to the Company proves to be false, or if you are found to have willfully suppressed any material information/ particulars, the Company shall be entitled to terminate this agreement without notice. All notices/ communications sent to your last known address shall be deemed to have been properly served on, and received by you.
- f. The failure of either party at any point in time to enforce adherence by the other party, to any clause or condition of this agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any clause or condition for a specific purpose, be deemed to be a permanent waiver of the Aforementioned clause or condition thereafter
- g. You shall not seek election to any legislature or local body without the previous specific written consent of the company.

10. BREACH OF PRIOR AGREEMENTS, DAMAGES



You warrant that:

- (a) In accepting this appointment and performing your obligations and services under it, you will not be in breach of obligations under any other employment or appointment;
- (b) In the event of such a breach, you and not the Company will be wholly and solely responsible and liable for any damages;
- (c) You will, prior to accepting this appointment, intimate to the Company any external education and training courses being undertaken by you; and
- (d) You will, prior to accepting this appointment disclose to the Company any prior medical history or illness which could affect your work in the Company. During the course of your employment, you shall submit to such medical examination as required and failure to do so shall be considered gross misconduct.

11. APPLICABLE LAW AND JURISDICTION

This agreement is made with reference to the law of India and shall be governed by laws of India. The appropriate court in **Pune** will have the exclusive jurisdiction to entertain all disputes arising out of or relating to this Agreement.

12. WORKING CONDITIONS

You will be required to work at least 40 hours per week. You will be governed by the HR policies and working conditions for the company's India operations, as and when they will come into force.

Your normal working hours will be in morning shift from Monday to Friday 9 hours per day with a one-hour break, but the requirements of your employment do call for some flexibility and you will be expected to work different hours from time to time as may be required.

13. LANGUAGE OF COMMUNICATION

The language for communication for all written instruments notices and documents between you and the company will be English

Please confirm your acceptance of these terms and conditions of agreement by signing below. You are required to submit the documents stated in the attached **Appendix B** at the time of joining.

For NICE Interactive Solutions India Pvt. Ltd.

DocuSigned by:

3065ACF2071C4A9...
Vijay Gondi
Vice President, Head of NICE India GTC

DocuSigned by:

F41E72B926F3457...
Jaya Pathak
Director, Human Resources

Place: Pune

DECLARATION BY: Nagbhidkar, Archan

I have carefully read and understood the above offer including the attached terms and conditions and accept the same. I agree to be bound by rules and regulations of the company as amended from time to time.



Signature: _____

Date: _____

Place: _____

Appendix- A

Your CTC details are as follows:

Total Cash [A]			Per Month(INR)	Per Annum(INR)
	Basic Salary	53%	16,010	192,123
	HRA	50%	8,005	96,061
	Medical		1,250	15,000
	Flexible Pay Basket		4,943	59,312
Base Salary				362,496
NICE Bonus Plan (Target) *				30,208
Other benefits [B]				
	Gratuity	4.81%	770	9,241
	Employer PF	12%	1,921	23,055
CTC(INR)				425,000

* You will be eligible to participate in the Company's NICE Bonus Plan. This plan reflects our pay for performance compensation philosophy, as determined by the Company in its sole discretion, which will be subject to both your individual performance during the year and the performance of the Company and it can vary between 0% and 100% of the NICE Bonus Plan (Target) and can be more than 100% for exceptional performance. You shall not be in breach of the terms of your Offer Letter as set forth and shall be in the employment of the Company on the date of bonus payout.

- You will also be entitled to the following benefits:
 - Health Insurance & Personal Accident insurance
 - Group Term Life Insurance
 - Subsidized Cab Facility
- Employee PF contribution shall be part of employee's salary and shall be deductible therefrom.

CTC - Cost to Company; INR - Indian Rupee

Salary Components	Amount
Provident Fund	12% of Basic Salary
House Rent Allowance	50% of Basic Salary
Flexible Pay Basket/Special Allowance	Balance of Base Salary
Component under Flexible Pay Basket :	
1) Leave Travel Allowance - twice in a block of 4 years	Up to Rs.200,000 per annum
2) Meal Card	Up to Rs.2200 per month
3) Children Education Allowance - Up to 2 dependent children	Up to Rs. 200 per month
4) Gift Card	Up to Rs. 5,000 per annum



5) Telephone & Internet allowance	Up to Rs.18,000 per annum
6) Fuel Reimbursement	Up to Rs.36,000 per annum
7) Vehicle Maintenance	Up to Rs.15,000 per annum
8) Books & Periodicals	Up to Rs.20,000 per annum
9) Flexibly Pay/Special Allowance	Balance

Appendix- B

List of documents required to be submitted at time of joining:

1. Proof of Age (Birth Certificate or School Leaving Certificate) - photocopy and originals; originals will be returned after verifying.
2. Proof of Residence - Photocopy of driving license/ Voter's identity card/ Ration card.
3. Passport (if any) - photocopy and original; original will be returned after verifying.
4. Academic Certificates - All mark sheets and certificates - photocopy and originals; originals will be returned after verifying.
5. Photograph (passport size) - 2 Nos.
6. Letter of release from previous employer (where applicable) - photocopy and original; original will be returned after verifying
7. Experience Certificate - photocopy and original; original will be returned after verifying
8. Salary certificate from previous employer or salary slip or copy of Form 16A - photocopy and originals; originals will be returned after verifying.
9. P.F. Details with previous employer:
 - 9.1 P.F. Account Number
 - 9.2 P.F. Managed by Trust/P.F. Commissioner
 - 9.3 Complete and exact postal address of Trust/Commissioner
 - 9.4 The above will have to be made available for as many companies as from where P.F. is due.
10. Any other, such as Merit Certificates etc.
11. Blood group/medical certificate.

Dated: March 11, 2019

OFFER LETTER

To
Mr. Deepali Palvi,
International Institute of Information Technology,
Pune.

This is with reference to your application and subsequent interviews you had with us. We are pleased to offer you the position of **Customer Success Engineer L1**.

You are requested to join us on or before June 17th, 2019.

Your remuneration on Cost to Company basis will be **INR 3,60,000 per annum**. The detailed breakup of the compensation sheet has been shared with you on next page in Annexure B.

Since you will be working in US Shift, you will be entitled for shift allowances over and above the fixed CTC. You will also be entitled for incentives as per the incentive structure of the company.

You will be on probation for a period of six months from the date of your joining. Where after the probation period may be either extended at the discretion of the management or may be dispensed with either earlier or on completion or thereafter till confirmation. Unless confirmed in writing, you will be deemed as probationer after the expiry of the initial or extended period of probation

We request you to submit the following documents on the date of joining.

- i. One passport size photograph.
- ii. Self-attested photo copy of ID Proof
- iii. Self-attested photo copy of Address proof
- iv. Self-attested photo copy of Pan Card & Aadhar Card
- v. Self-attested photo copies of the original documents of all your Educational Qualifications till date.

Your appointment in the Company in pursuance of this letter and the formalization of your appointment is subject to the condition that you submit all your documents, complete, accurate and true in all respects, including proof of your current remuneration and the positive feedback of your reference check.

Please note that the terms and conditions of your employment are regulated by this Offer Letter read with the formal Appointment Letter which will be issued to you on your joining the Company.

You are requested to return the duplicate copy of the letter, duly signed by you as a token of your acceptance. We take this opportunity to welcome you to our organization & wish that you should have a long and successful association with us.

Annexure B

SALARY DETAILS

Total Compensation Package		
Name	Deepali Palvi	
Designation	Customer Success Engineer L1	
Location	Pune	
Sr. No	Salary Component	Amount (INR)
1	Basic Salary	1,44,000
2	House Rent Allowance	57,600
3	Children Education Allowance	2,400
4	Leave Travel Allowance	12,000
5	Telephone / Internet Expenses Reimbursement	-
6	Food Coupons (Optional)	-
7	Uniform Allowance	12,000
8	Special Allowances	1,14,720
9	Employer's Contribution to PF	17,280
Total CTC		3,60,000
Annual CTC in Words: INR Three Lakh And Sixty Thousand Only		

For Screen-Magic Mobile Media Pvt.



Hudl India Pvt. Ltd.

Formerly known as Sportstec India Pvt. Ltd.

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hudl.com
Corporate Identification Number:
U74120MH2012PTC228574

July 15, 2019

Satyam Gadpallewar
Pune.

Dear Satyam Gadpallewar,

Sub: Appointment Letter (hereinafter referred to as "Agreement")

As per our discussions and on your representation that you have the necessary expertise and experience to render the Services herein, we are pleased to confirm your arrangement for providing services of a **"Sports Analyst"** with **Hudl India Pvt Ltd** for the Term (*defined below*) subject to with the following terms and conditions.

1. TERM

You are hereby appointed as a **"Sports Analyst"** with the Company for a term commencing from **15 July 2019** and shall extend to **29 February 2020** unless terminated in accordance with this Agreement (**"Term"**). **Hudl India Pvt Ltd ("Company")** reserves right to extend the Term on the sole discretion of the Company.

2. NATURE AND SCOPE OF SERVICES

During the Term of this Agreement, you shall, for the benefit of the Company, provide Services including without limitation the following:

- a. You shall provide the Services as and when requested by the Company;
- b. You shall provide the Services in a professional, timely and efficient manner and in accordance with industry standards;
- c. You shall use Company's infrastructure and equipment for rendering the Services and shall handle such equipment with due care;
- d. You shall provide the Services at such locations as may be required by the Company;
- e. You shall in the performance of Services under this Agreement comply with and conform to the instructions or directions given by the Company's representative or any person assigned by him, from time to time;
- f. You agree that you shall exercise reasonable due diligence and professional skill and care in performance of your duties, covenants and obligations under this Agreement;



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- g. You acknowledge that the Company requires you to devote your whole time and attention to the Service of the Company during the Term. For this reason, during the Term, you must not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise);
- h. You shall provide the Services in compliance with all applicable laws;
- i. You agree to work in rotational shifts including without limitation early morning and late night during the Term and you agree that the Company shall have the sole discretion to decide your shift timings and allot the same to you and subsequently change your shifts. The following are the three shift timings: 7am to 3pm, 3pm to 11pm and 11pm to 7am.

3. COMMENCEMENT AND DURATION

- 3.1 This Appointment shall become effective from the date mentioned in Clause 1 of this Agreement and shall be subject to the provisions of Clause 6.
- 3.2 In case the Company is desirous of extending the Term, it shall give you a written notice of at least 7 (seven) days prior to the expiry of the Term expressing its intention to renew for a further period. Subject to your written acceptance of the extension of the Term, your appointment herein shall stand extended for the period as decided by the Company. However, the Parties may waive the requirement of notice as stipulated in this Clause.
- 3.3 **Leave:** You will be entitled to leave as per the prevailing policies of the Company and the applicable Labor Laws, as amended from time to time.

4. REMUNERATION

- 4.1 In consideration of the Services provided by you, the Company shall pay you an all-inclusive amount of Rs. **22,000/-** per month.
- 4.2 The Company hereby agrees to reimburse you for all reasonable and actual costs incurred by you, if any, such as travel expenses, boarding etc. towards the performance of your Services herein. In this regard, you agree that such expenses shall not be payable or reimbursed by the Company unless approved by the Company in advance, and valid vouchers evidencing the same are furnished by you to the Company.
- 4.3 All amounts payable by the Company under this Agreement shall be subject to deduction at source or any other taxes, as may be required under applicable laws including without limitation Income Tax and Labor Laws.
- 4.4 The Company shall have the absolute right to withhold any amounts the payment of which is disputed by the Company.



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5. CONFIDENTIAL INFORMATION:

- 5.1 As Confidential Information will from time to time become known to you, the Company considers and you agree that the restraints set forth in this Agreement (on which you have had the opportunity to take independent legal advice) are necessary for the reasonable protection by the Company of its business and the clients thereof.
- 5.2 You shall not at any time during subsistence of this Agreement, (except so far as is necessary and proper in the course of your appointment), or at any time after termination of this Agreement, disclose to any person any information as to the practices, business dealings or affairs of the Company or any of the Company's clients, or as to any other matters of the Company or any of the Company's clients, or as to any other matters which come to your knowledge by reason of your appointment or during the course of your appointment. Details of any systems used by the Company or other information, knowledge, names, or addresses of any clients, customers, vendors or agents of the Company and techniques obtained during the course of your appointment must not be disclosed to any person outside the Company, either during appointment or at any time afterwards.
- 5.3 You agree that you will not at any time during the subsistence of this Agreement or on expiry or on termination/cessation of your employment with the Company or thereafter, issue any statements to the press (whether oral or written) regarding the business and strategies of the Company which have not directly been authorized by the Company
- 5.4 The obligations under this clause shall survive the termination or expiration of this Agreement.

5A. INTELLECTUAL PROPERTY

- 5A.1 Intellectual Property shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes all the work products generated by you during the subsistence of this Agreement, including all material generated in electronic format, on paper, worksheets reports, analysis, training material or any other material developed or prepared by You, any trademarks, service marks, trade names, registered designs, copyrights, and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 5A.2 You agree that Company shall be exclusive first owner having all rights, title and interest in all the Intellectual Property that is created as an outcome of your effort and resulting from the



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duties and services rendered during the course of the subsistence of this Agreement that the entire copyright (if any), or any other rights arising out of or resulting from the Services. This shall be applicable to all present and future work arising out of the Services. This right shall be exercised exclusively by the Company throughout perpetuity and in all territories of the Universe.

- 5A.3 You agree that you are only a provider of services and not the author of any Intellectual Property that may be created during the subsistence of this Agreement and therefore You shall not either claim or institute any claim or legal proceeding at any fora/ association / judicial forums for claiming any right, title and interest in the Intellectual Property created by You during the subsistence of this Agreement.
- 5A.4 You agree that you shall protect the Intellectual Property of the Company in all instances using best efforts and endeavours.
- 5A.5 You agree that in performing the duties and services for the Company, you shall not use the Intellectual Property of any other third party without being expressly authorized by the Company and shall take reasonable care and precaution in ensuring that any outcomes of your Services does not infringe upon the Intellectual Property of any third party.

5B. NON-COMPETE

- 5B.1 You acknowledge that during the course of your employment with the Company, you will become familiar with the Company's trade secrets and with other confidential information concerning the Company and its associates, clients and related companies and that your Services will be of a special, unique and extraordinary value to the Company. You agree that during the Term hereof and for six months thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render Services for, or engage in any business competing with the businesses of the Company or its associates or related Companies within India and any other part of the world. For the purpose of this Agreement, the "businesses of the Company" shall mean software development, licensing and services for evaluation and performance of various sports throughout the world.

5C. NON-SOLICITATION

You shall not, within twelve (12) months after the date of termination of your employment with the Company, recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as a representative of the Company, to join you in providing Services to or be employed by any business activity in which you shall be involved.



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6. TERMINATION

- 6.1 The Company shall have the right to terminate this Agreement for any reason it deems fit, by giving a written notice of not less than 15 days or compensation in lieu of 15 days' notice.
- 6.2 Notwithstanding the provisions of Clause 6.1, the Company shall be entitled to terminate this Agreement at its sole discretion with immediate effect if you:
- a. in any material respect, neglect or fail to carry out or refuse to attend to, or commit any material breach or non-observance of, your duties or obligations under this Agreement or commit any act of gross misconduct or gross negligence in performance of your obligations under this Agreement; or
 - b. are convicted of a criminal offence, or indicted of any criminal offence, which, in the reasonable opinion of the Company, may detrimentally affect the Company; or
 - c. are unable to perform his obligations under this Agreement; or
 - d. become of unsound mind; or
 - e. don't perform your Services with honesty and integrity and/or you indulge in activities which amount to moral turpitude or acting against the interest of the Company; or
 - f. In case any bona fide sexual harassment complaint is received against you by the Company;
- Or
- g. do not perform the services as per the satisfaction of the Company.
- 6.3 On termination of your Services for any reason, the Company will be entitled to deduct any amounts you owe to the Company from the amounts owed to you.
- 6.4 You acknowledge that the Company has invested considerable time, resources and effort in training you and hence you agree you shall not have the option to terminate this Agreement during the Term ("Lock-in"). In the event You terminate this Agreement in the Lock-in Period or stop reporting to work in the Lock-in period without notice, the Company shall have unfettered right to claim specific performance and in addition thereto liquidated damages equal to the remuneration payable during the Term which you agree to be reasonable pre-estimate of the damages that the Company shall suffer in case of your non-observance of the Lock-in period., in addition to any other legal remedies the Company may have.
- 6.5 You shall also deliver to the Company all company property, equipment and materials (including correspondence, notes, plans, data, analysis or other documents of whatsoever nature and all copies thereof) made or compiled or required by you during your engagement hereunder and concerning the business, finances or affairs of the Company.

7. INDEMNIFICATION



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You shall indemnify, defend and hold the Company harmless from and against any and all damages, claims, penalties, fines, costs paid or incurred by the Company as a result of, arising from, or in connection with, or relating to:-

- (i) breach by you of any of your responsibilities/obligations or covenant under this Agreement;
- (ii) claim by a third party that any aspect of the Services infringes any of their rights;
- (iii) negligence, recklessness or willful misconduct by you in the performance of the Services.

8. NO ASSIGNMENT

Your obligations under this Agreement are professional in nature and shall not be assigned or transferred to any third party without the prior written consent of the Company.

9. REMEDY

It is agreed that your position in the Company is of a unique, unusual, special and extraordinary nature, and of a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach or threatened breach of this Agreement by you shall cause the Company grave and irreparable injury and damage. You agree that the Company, in addition to any other remedies, shall be entitled to injunctive and other equitable relief to prevent a breach or threatened breach of this Agreement by you.

Notwithstanding anything to the contrary in this Agreement, if you breach any provision of this Agreement, the Company shall have the right, subject to statute, to set-off against any sums the Company owes you the amount of any damages incurred or suffered by the Company as a result of the breach. Any such set-off shall not be presumed to be in full satisfaction of or as liquidated damages for or as a release of any claim or damages against you that may accrue to the Company as a result of the breach.

10. GOVERNING LAW

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the the parties hereto shall be governed, construed and interpreted in accordance with the Laws of India and the courts of Mumbai shall have the exclusive jurisdiction.



Hudl India Pvt. Ltd.

Formerly known as Sportstec India Pvt. Ltd.

15th Floor Aston Building
Sundervan Complex Road
Sundervan Complex, Shastri Nagar
Andheri West, Mumbai - 400053

+91 22 42112218
hudl.com
Corporate Identification Number:
U74120MH2012PTC228574

Kindly sign this Agreement herein below confirming your acceptance of the terms and conditions of your engagement.

For Hudl India Pvt. Ltd.

A handwritten signature in black ink, appearing to read "Rohit Jena", written over a horizontal line.

Rohit Jena
Human Resource Operations
(Authorized Signatory)

Agreed, Accepted and Confirmed

Signature & Date