



28 Jul, 2020

Micro Focus Software Solutions India Private Limited
2nd, 6th & 7th Floor- Bagmane Tech Park- Olympia Building Municipal
No 66/1, 66/1-1 & 66/1-3 C .V. RAMANNAGAR
Bangalore
Karnataka-560 093
India

Dear MEDHA,

We are pleased to offer you employment with Micro Focus Software Solutions India Private Limited (the "**Company**") at Bangalore as a Software Engineer.

Your date of appointment at the Company is effective from your date of joining, which shall be on 5 Aug, 2020 upon your acceptance of the following terms and conditions (the "**Agreement**"). For the avoidance of doubt, no employment with a previous employer counts towards your period of continuous employment with the Company and only previous employee continuity of service will be recognised.

Job Family - SW Engineering(Systems)

Job Title - 00102K - Systems/Software Engr I

Job Level - Entry

This offer of appointment is conditional on positive feedback on your reference checks and also conditional upon successful background checks (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by Micro Focus or an authorized third party in Micro Focus's sole opinion. If the reference or background checks reveal any false information, misrepresentation, fraud or any information detrimental to the interest of the Company, the Company reserves the right to withdraw this offer of employment or where you have commenced work while the said reference and background checks are still being conducted, the Company reserves the right to terminate your services with immediate effect, without any compensation or liability to that effect.

The terms and conditions of your employment with the Company are as under:

1. Compensation

1.1. Basic Salary

Your annualized base compensation will be Rs. 750,000.00 which shall be subject to deductions at source as per prevailing statutory and income tax laws. The details of compensation are provided in



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3.5 Notice for Separation/ Termination

3.5.1 Subject to clause 3.3 above, either party may terminate this Agreement, with or without cause, by giving to the other a notice of two (2) months in writing ("**Notice Period**"). The Company, however, reserves its right to terminate this Agreement with immediate effect by paying you two (2) months' salary in lieu of the written notice.

3.5.2 Your position with the Company calls for mandatory compliance with the Notice Period unless waived by the Company in writing. Your termination of employment without compliance with the Notice Period shall be treated as a material breach of this Agreement and the Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two (2) months' salary.

3.5.3 Without prejudice to and notwithstanding the above, your employment with the Company here under may be terminated immediately by the Company without any requirement of prior notice and without incurring any obligation or liability towards termination, if at any time in the sole and absolute discretion of the Company:

you commit any serious or repeated or continual breach of any of your obligations under this Agreement or as set out in the policies and procedures of the Company; or you are guilty of any misconduct or neglect in the discharge of your duties under this Agreement; or by your actions or omissions, you bring the name or reputation of the Company or management officials into serious disrepute or prejudice the interests of the business of the Company; or by your actions or omissions, there are grounds for the summary termination of your employment.

3.5.4 In any event of separation of your services, you agree to sign and deliver **Separation Certificate**.

3.6 Conflict of Interest

Your position with the Company calls for your whole-time employment and you will devote yourself exclusively towards the business of the Company. You will not take up any other work for remuneration (either part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business or assist any person or entity without written permission from the Company.

3.7 Code of Conduct

On acceptance of this offer, you will be subject to the Company's Code of Conduct ("CoC") and relevant policies. Adherence to the CoC and all related policies including subsequent changes, is required of all employees. The Company's CoC requires you to honor any agreements with your previous employers, including obligations regarding the disclosure or use of proprietary information as may be applicable.

3.8 Non-Disparagement

You agree that you shall refrain from making any oral or written statement or publish or broadcast any statements that disparage the Company including its associated companies or affiliates, including without limitation, its business strategy, products, management, officers, directors or employees.

3.9 Non-compete and Non-solicitation

3.9.1 You agree and undertake that during the term of this Agreement and for a period of twelve (12)



months thereafter, you shall not, directly or indirectly, on your own account or as an employee, officer, director, agent, consultant or be connected in any manner with or render services or advice any business whose products, services or activities compete in whole or in part with the products, services or activities of the Company.

3.9.2 You agree and undertake that during the period of twelve (12) months from the date of termination of your employment, you shall not solicit or entice or endeavor to solicit or to entice or attempt to influence directly or indirectly any employee of the Company or solicit or entice away from the customer any employee, director, client, dealer, vendor or business associate of the customer or solicit or persuade any customer of the Company to cease or reduce doing business with the Company.

3.10 General Conditions

3.10.1 Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations of the business unit to which you are assigned to. You may be required to work from any location for additional hours and on shifts including the night shift, as may be specified by the Company from time to time.

3.10.2 You will be governed by all the Company's rules and regulations and such other practices, systems, procedures and policies which may be framed or amended by the Company from time to time. The Company may at its sole discretion change any of its rules and regulations at any time to meet the exigencies of its business.

3.10.3 You must execute the **Agreement Regarding Confidential Information and Proprietary Developments** with the Company at the same time as your acceptance of this Agreement and shall be bound by the terms and conditions contained therein.

3.10.4 In the event that any provision of this Agreement is held to be void, voidable, and unlawful or for any reason unenforceable by a court of law, the remaining portions of this Agreement shall remain in full force and effect.

3.10.5 No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by both parties or by a duly authorized officer or agent of such parties.

3.10.6 The Agreement shall be governed by the laws of India and Courts in Bangalore shall have exclusive jurisdiction with regard to any issue arising out of this Agreement.

At Micro Focus, we are very excited about our challenging and rewarding work environment. You will be an important part of our leading global information technology company and part of a culture that is driven to improve and outperform.



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added or removed from the flexible pay basket based on income tax rules in force from time to time. You have to declare the component you would like to allocate on your joining / at the beginning of the financial year subsequently. You will be provided with more details on this on your joining. Employees are liable to provide proof in the event of an evaluation by Income tax authorities and Micro Focus is not liable for any tax queries from the department.

1. **House Rent Allowance:** Maximum Limit (per annum) - 60% of Annual Basic
 2. **Leave Travel Allowance (LTA):** Maximum Limit (per annum) - 20% of Annual Basic subject to a maximum of Rs.200,000
 3. **Children education Allowance:** Maximum of 2 dependent children (Per child per month Rs.100): Maximum Limit (per annum) - Rs.2,400
 4. **Children's Hostel Allowance:** Maximum of 2 dependent children (in case children are in a hostel): (Per child per month Rs.300): Maximum Limit (per annum) - Rs.7,200
 - 5.a **Company Car Program :** Maximum Limit (per annum): Lease rental as per vehicle of choice
 - 5.b **Fuel expense reimbursement towards Company Car:** Maximum Limit (per annum) : Rs.160,000
 - 5.c **Fuel expense Reimbursement towards Own Car:** Maximum Limit (per month):1800/2400 based on CC of the vehicle
- *Employees can purchase a vehicle under Car lease program as per your eligibility. The tenure of the lease is a fixed term of 3 & 4 years from the date of delivery.
6. **Food Coupon:** Maximum Limit (per annum): Rs.26,400 Sodexo Card.
 7. **Bonus/Exgratia:** For those earning a basic salary up to Rs.21, 000/-pm advance Bonus is paid towards payment of bonus payable under the Payment of Bonus Act, 1965.
Those having a basic salary above Rs.21, 000/-pm this amount will be treated as an ingratiate amount is fixed as 3000/-pm and this is part of Cost to company.
 8. **Data Charges:** Maximum Limit (Per month) up to Rs.1,500. Flexible working hours subject to the Business requirement and Manager approval.
 9. **Professional Development Allowance:** Maximum Limit (per annum): Rs. 50000. This benefit is intended to enhance employee learning related to the work of the employee only.
 10. **Personal Pay through Payroll:** Balance of the FBP after the declaration. Maximum Limit (per annum): 100% of FBP less Exgratia/Bonus.
 11. **Voluntary Provident Fund Contribution:** The VPF contribution can be changed only from the beginning of a financial year. However, changes in between the financial year is not possible.
Change can either mean increase/decrease in the rate of contribution. The contribution to VPF should be a certain % of wages (i.e., Basic Salary) and not a fixed amount.

Agreement Regarding Confidential Information and Proprietary Developments

THIS CONFIDENTIALITY AGREEMENT (the "**Agreement**") is entered on this 29-Jul-2020 by and between **Micro Focus Software Solutions India Private Limited** (the "**Company**"), and Mr./Ms. **MEDHA K ("Employee")**. In consideration of the commencement of the Employee's employment and the compensation paid to the Employee, the Employee hereby acknowledges and agrees with the



2. Confidential Information. This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "**Confidential Information**") which is acquired or produced by me in connection with my employment by Company. the term "Confidential and Proprietary Information" means the following:

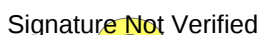
i. Customer information, such as any compilation of past, existing or prospective customers, customers' proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences.

iii. Employee/personnel database, any information or data pertaining to or in relation with the past and current employees of the Company

v. Vendor and service provider information, prices and terms at which procurement are made by the Company.

i. All technical data, information concerning databases, research, product plans, products, services, trade secrets or know-how.

iii. Information relating to trade secrets, confidential knowledge, data.



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- c) To assign any right of recovery for past damages to Company; and
- d) To execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

5. Respect for Rights of Former Employers. I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

6. Work Product. The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

7. Company Property. I undertake not to remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to the Company unless the Company gives written permission to retain the same.

8. Protective Covenants. I agree that during my employment and for a period of twelve (12) months following the termination of my employment with Company, I will abide by the following Protective Covenants:

a) No Conflicting Business Activities. I will not provide services to any Competitor in any role or position as an employee, consultant, or otherwise or engage in activities either directly or indirectly that would involve Conflicting Business Activities.

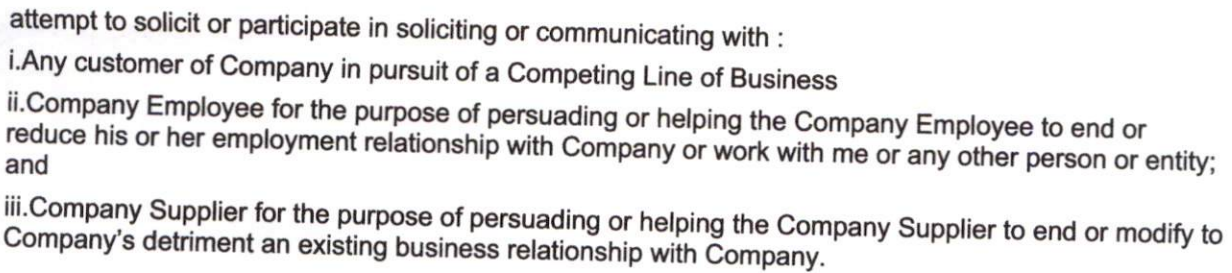
b) No Solicitation. I will not either in person or in conjunction with others knowingly solicit or induce or



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“Competitor” means an individual, corporation, other business entity or separately operated business unit of an entity that engages in a Competing Line of Business. **“Competing Line of Business”** includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business). **“Conflicting Business Activities”** means job duties or other business-related activities in India or in any other country where the Company business units in which I work do business, or management or supervision of such job duties or business-related activities, if such job duties or business-related activities are the same as or similar to the job duties or business-related activities in which I participate or as to which I receive Confidential Information in the last two years of my employment with Company.

9. Enforcement. For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

11. Relief and Extension. I understand that on violation of this Agreement including the Protective Covenants, Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law; and (iii) any other legal and equitable relief to which



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Review Documents for Offer for Job Application: MEDHA K - 7015549 Software Engineer I

Final Audit Report

2020-07-29

Created:	2020-07-29
By:	Seattle Adobe Prod (seattleadobeprod@hpe.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKaVCXs9OsGKU8LrTe-G6NiZY5VGpz7K-

"Review Documents for Offer for Job Application: MEDHA K - 7015549 Software Engineer I" History

-  Document created by Seattle Adobe Prod (seattleadobeprod@hpe.com)
2020-07-29 - 11:41:36 AM GMT- IP address: 209.177.160.8
-  Waiting for Signature by Medha K (medhakalkura@yahoo.in)
2020-07-29 - 11:41:39 AM GMT
-  Document e-signed by Medha K (medhakalkura@yahoo.in)
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