

28 September 2021

Mr. Gokul Ramasamy
No 36/21, Valluvar Nagar, 3rd Street,
Punjaypugalur(tk), Karur(dt),
Tamil Nadu - 639117

Offer of Employment

Dear **Gokul R**,

Further to our internship dated 30th **March 2021** and your interest shown in being associated with "Software AG" and subsequent discussions we had with you, we are pleased to offer you the position of **Software Engineer - I** with Software AG Chennai Development Center India Pvt Ltd ("Software AG, Chennai"), a subsidiary of Software AG, Germany.

Before onboarding you as **Software Engineer - I** you will continue to be on **Internship from 7th April 2021 to 31st March 2022** and this offer of regular employment as **Software Engineer - I** is contingent upon satisfactory completion of your Internship. We reserve the right to withdraw our offer of employment in case of non-satisfactory performance during internship and/or if personal references, background check information are not provided, or the results are deemed unsatisfactory.

Position

Once absorbed as **Software Engineer - I** in our organization, your responsibilities will include a combination of various R & D activities and might range from being involved in the development of new products to enhancing and maintaining existing components of Software AG products. As part of your role, you might be responsible for the complete lifecycle of a variety of feature enhancements and customer support issues and in this role.

Starting Date & Location

On successful completion of your current Internship on 31st **March 2022** your employment with **Software AG Chennai Development Center India Private Limited** as **Software Engineer - I** will commence on **Monday, 16th May, 2022**.

Your base location would be **Chennai**. However, company reserves the right to send you on transfer/deputation/training/secondment/assignments to any of its offices, work sites / client location, or associated or affiliated companies in country or outside country, on the terms and conditions as applicable to you at the time of such movement.

Stipend and Remuneration Package

During your **internship** you will be paid a stipend of **INR 35000/-** per month to assist you with your living expenses. Accommodation and travel will be your own responsibility.

During regular employment as **Software Engineer - I** your expected On Target Earnings (OTE) will be **INR 1000000** per annum (**INR Ten Lakhs Only**). Please refer to Annexure - A for detailed break-up of compensation.

Code of Conduct

It is a stated objective of the company to demonstrate the highest levels of professionalism and integrity in every aspect of the business. This applies to all dealings with staff, customers, and partners. All employees are expected to uphold this objective; ethical breaches are grounds for termination.

Retirement

You shall retire once you complete 60 years of age unless specifically communicated by the company in writing to continue service beyond this age

Background Checks

The company may, at its discretion, conduct background checks prior to or after your 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 necessary documents as sought by the company. If the company is not satisfied, with the outcome of the background checks, in its sole discretion the company reserves the right to withdraw this offer without notice or to take any appropriate action against you, including, but not limited to termination of your employment.

Confidentiality/ Non-disclosure

You will be required to sign a standard nondisclosure and proprietary invention agreement at your commencement of Internship and your employment with Software AG, Chennai. These documents set out certain rights and obligations of Software AG, Germany, or its subsidiaries and its employees. It ensures that you are aware of the relevant information at the time you commence employment with us and provide your covenant not to disclose confidential, proprietary or trade secret information of Software AG, Germany and its subsidiaries or their customers, prospects and business partners and provide that your performance of services as an employee will not violate any duty, covenant, agreement or understanding to which you are subject to. We can provide a copy of these agreements for review upon your request.

Software AG, Chennai is offering you this position in reliance on the accuracy of information you have shared through your resume and other information you provided in the application process and based upon your general experience and knowledge, and not due to specialized knowledge of your current or previous employer and their confidential information or trade secrets or any desire to cause any ethical breach concerning these companies. As a condition of your employment you have told us and hereby represent and warrant, that your performance as an employee of Software AG, Chennai does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you prior to your employment with Software AG, Chennai.

You hereby represent that if you obtained any information during your prior employment that your employer indicated was considered confidential and proprietary or that was disclosed to you in a manner that should have made you realize it was so considered, then you will not make use of, disclose or induce Software AG, Chennai, or any affiliate to use any such confidential and proprietary information during your employment with Software AG, Chennai unless such information:

- (a) becomes publicly available for reasons other than action on your part;
- (b) is independently developed by others at or on behalf of Software AG, Chennai, Software AG, Germany, or any affiliate who do not receive access to such information from you; or
- (c) is received by Software AG, Chennai, Software AG, Germany or any affiliate from a third party.

You are not a party to any other agreement that will interfere with your full compliance with these provisions or otherwise restrict your employment with Software AG, Chennai in any way. You will not enter into any agreement, whether written or oral, in conflict with the provisions hereof.

Termination of Internship and employment

Please note that **two weeks' notice** is required by either you or Software AG, Chennai in **terminating internship**; however, this will not apply in situations where you are guilty of serious misconduct (misconduct of a kind such that it would be unreasonable to require Software AG, Chennai to continue your internship during the notice period).

Please note that under normal circumstances during **regular employment**, **One Month** notice is required by either you or Software AG, Chennai in terminating employment; however, this will not apply in situations where you are guilty of serious misconduct (misconduct of a kind such that it would be unreasonable to require Software AG, Chennai to continue your employment during the notice period). Software AG, Chennai at its sole discretion may choose to relieve you any time during the course of your notice period.

The company 'shall have the right to terminate this agreement forthwith, without any notice and without any salary in lieu of notice period in the event of any of the following but not limited to:

- a. Breach on your part of any terms and conditions of this contract and any other rules made applicable to you in respect of your employment with us.
- b. Violation on your part of the company's rule with regard to the authenticity and information declared at the time of joining the company
- c. Any Gross misconduct on your part

Non-Compete Clause

You will devote your full time exclusively to the business of the company. You will not take up any other work for remuneration (part time or full time) or work on advisory capacity or be interested directly or indirectly in any other trade or business, during your employment with the company, without written permission from the company.

During your employment with the company and for a period of one year thereafter, you shall not directly or indirectly solicit any employee of Software AG, Chennai to terminate his/her employment with the company or to accept any other employment.

On terminating your employment with Software AG, Chennai, you shall not take up full-time/part-time employment with any of our Customers and /or Partners for a period of two years from the termination date with Software AG, Chennai.

Software AG has a policy of permitting employees to contribute to the Open Source Project ONLY on prior approval of business line head and subject to the following conditions:

- a) The participation is purely without any remuneration in any form or shape and on personal basis.
- b) The project is not competitive with the products of Software AG.

- c) The participation does not impair productivity and full-time nature of the employees' employment at Software AG.
- d) Software AG would not claim the intellectual proprietorship on the contribution made to the Open Source Project by the Employee and also will not be liable to the use of the Open Source Project.
- e) Software AG may withdraw the permission granted to participate in the Open Source Project in the event the said project becomes competitive with Software AG and if the Company feels that it is causing damage in any manner to the reputation of the Company or the nature of the contribution would negatively impact the employees' performance.

Your Response

We look forward to welcoming you into Software AG, Chennai shortly. If you wish to accept this offer, please sign where indicated below and return a copy of the complete letter to us no later than 3 days from the date of offer. By signing this letter, you specifically acknowledge that you received no inducement or representation other than those set forth in the letter, which caused you to accept the offer of employment.

The terms of this letter, including the terms of employment offered to you and the expiration date of this offer letter, can only be modified or extended in a written document signed by an authorized representative of Software AG, Chennai. This offer will expire and have no further effect if you do not accept it without change and return a signed copy of this letter by the stipulated date. This letter contains all of the terms of your offer of employment and supersedes any prior communications relating to your employment.

It is important that all aspects of this offer remain strictly confidential.

We are excited to have you join us and look forward to your participation in the continuing success and growth of Software AG.



Monarch Limaye
Senior Director - HR, India

I accept the terms and conditions of this letter of offer with (Fixed / Variable) pay structure mentioned in Annexure A and will join Software AG on _____

Signed: _____
Sarath Kumar Shanmugam

Date: _____

Enclosures
Annexure A - Compensation Structure
Annexure B - Joining Formalities

ANNEXURE A - Compensation Structure

You have to choose one of the below compensation structure.

Fixed Pay Structure

Components	Amount (INR)
Base Salary	450000
HRA	225000
Flexible Benefit Plan*	271000
PF : Employer Contribution	54000
Fixed CTC	1000000
On Target Earnings (OTE)	1000000
Gratuity @ 4.81% of Basic	21645
Total Cost to Company (TCC)	1021645

Variable Pay Structure

Components	Amount (INR)
Base Salary	405000
HRA	202500
Flexible Benefit Plan*	243900
PF : Employer Contribution	48600
Fixed CTC (A)	900000
MBO (Performance related) - 5% of OTE (a)	50000
Company Financial Performance - 5% of OTE (b)	50000
Corporate Incentive Plan (CIP) (a) + (b) = (B)	100000
On Target Earnings (OTE) (A+B)	1000000
Gratuity @ 4.81% of Basic	19480
Total Cost to Company (TCC)	1019480

Note:

1. In case you opt for a Fixed pay structure, you will have an option to change to the Variable pay structure at a later date. You can exercise such option only once during your tenure in the organisation at the time of salary revision. At the time of such change, any increase in your salary will be adjusted and shall become part of your variable pay as per the prevailing company policy.
2. In case you opt for Variable pay structure you will not have the option to change to the Fixed pay structure at a later date.
3. All employees from the position of Lead Engineer (or equivalent positions) and above will be on the Variable pay structure.

*** Flexible Benefit Plan:**

Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a Benefits list below
2. Redefine your salary structure within prescribed guidelines
3. Optimise your earnings

You can structure your Flexible Benefits Plan under the following heads:

Sl No.	Benefits	Eligibility (INR)
1.	Meal Vouchers	INR1100/-per month
2.	Leave Travel Allowance	Upto a max of 1 month basic per year
3.	Children's allowance	INR 100 per month per child
4.	Telephone and Internet expenses Reimbursement	INR1500/-per month
5.	Fuel and maintenance expenses reimbursement	INR 1800/- per month for 4 wheeler under 1600 cc INR 2400/- per month for 4 wheeler above 1600 cc INR 900/- per month for others/two wheelers
6.	Driver's Salary	INR 900/- per month.

Corporate Incentive Plan (CIP)

(In case of variable pay structure)

You will be eligible to participate in the Company's Corporate Incentive Plan (CIP). Your targeted annual bonus percentage is up to 10% of your on target earning (OTE), depending on your individual performance, Company internal metrics and profitability. Your current bonus opportunity is INR 100000 per annum. The structure and continuation of the bonus program and the criteria for payment of bonus are at the discretion of the Company. Details of the plan would be available to you when you join Software AG.

Gratuity

As per the Gratuity Act, you are eligible for 4.81% of your basic salary to be considered as a gratuity component, if you complete 5 years of continuous service with us. Gratuity will be paid out only upon separation or at the time of retirement and the computation of the final payment will be as prescribed in the Act at that time.

Benefits

As per the Benefits information booklet shared separately with the offer letter.

Annexure B - Joining Formalities

1. At the time of joining, you are requested to bring the following **original certificates along with photocopies (A4 size only)**. These documents are also essential to obtain a Visa when you may be required in the future to go abroad on business/ work. So it would be in your interest to ensure that they are all in place at the time of joining the organization.
 - Offer letter (signed photocopy as a token of acceptance of the offer, if not already submitted)
 - Degree / Provisional / Course completion Certificate of all College / University qualifications
 - Mark sheets (all semester) & Degree Certificate of all College / University qualifications (all semesters) Certificates & Mark sheets of 10th & 12th classes
 - 3 passport size photographs-White background
 - Offer letter copies of all previous employers
 - Copy of latest salary hike or increment letter
 - Relieving letter from all previous employers (in case you have previous employment experience)
 - Salary slip for last two months of employment
 - Passport (if you don't have a passport, kindly apply immediately)
 - Birth Certificate (Issued by Govt of India)
 - PAN Card (PAN details are mandatory at the time of joining)*
 - Current address proof
2. As part of your personal health details, we require your blood group. You are requested to have this checked before joining.

* Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to Software AG is mandatory. Please disclose your PAN to Software AG on the day of joining as this is required for the income tax calculation on your salary. Non Availability of PAN No. attracts an Income tax at higher rates.