

Date: 24-08-2021

Ref: 2100000B9P

Nokia Networks

Kadamuthuru Gayathri
Chennai TVH Agnitio IT Park

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Nokia Solutions and Networks

India Pvt. Ltd.

(Formerly known as Nokia

Siemens Networks Pvt. Ltd.)

7th Floor, Tower A, Building No.
9A

DLF Cyber City, Phase - III

Gurgaon - 122002

Haryana (India)

Corp Identity No.

U72900DL2006PTC155149

Regd. Address:

Nokia Solutions and Networks

India Pvt. Ltd.

1507, Regus Business Center,

Eros Corporate Tower Level 15,

Nehru Place, New Delhi-110019

India

Dear Kadamuthuru Gayathri,

With reference to your application and the subsequent interview, we have pleasure in offering you an appointment as **Graduate Engineer Trainee** in the **Job Grade- 6** in Nokia Solutions and Networks India Private Limited ("Company"), India. The terms and conditions of your appointment are as follows: -

1 Appointment and Reporting

- 1.1 You are required to join us on **13-09-2021**. The terms and conditions of your appointment shall be effective from your date of joining.
- 1.2 This offer is valid for 7 calendar days from the date of offer or your date of joining in the organization whichever is latest. Please indicate your acceptance of this offer of employment and the said terms & conditions by signing and returning the duplicate copy of this letter upon receipt of the letter.
- 1.3 You will initially report to **PONSHANMUGASUNDARAM A**, however your reporting is liable to change at the sole discretion of the company.
- 1.4 Your appointment is subject to your being found medically fit by a Doctor designated by the Company. The Management has the right to get you medically examined by any Certified Medical Practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job. Further details for the same are included in Annexure 6.
- 1.5 This offer of employment is subject to and conditioned upon the truthfulness of the representations you have made to the company during the recruitment process. Company reserves the right to initiate background verification posts your acceptance of this offer of employment. If from the results of this background verification, it emerges that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith without notice. This will be without prejudice to the right of the management to take disciplinary action against you for the same.

- 1.6 We are also enclosing a personal data form which you need to fill and send back with the signed copy the offer. Upon receiving this letter, please get in touch with us in case you need any clarification and confirm your date of joining. Also, bring with you the documents detailed in Annexure 5, supporting your credentials for this employment with the company.

2 Initial posting and transfer

- 2.1 Your initial place of posting will be in **Chennai TVH Agnitio IT Park**. However, at the sole discretion of the management of the Company ("Management"), you will be liable to be transferred /deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

3 Probation Period

- 3.1 You shall be on probation for a period of twelve (12) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management.
- 3.2 On completion of such time, based on performance, you would be considered confirmed. No confirmation letter would be issued stating the same.

4 Emoluments and Taxes

- 4.1 Your Total Target Cash (TTC) will be **Rs. 630,000.00** /- per annum. A detail of your remuneration is provided in Annexure 1 & 2 annexed hereto.
- 4.2 You will also participate in the Nokia Solutions and Networks Performance Driven Incentive Plan as per applicable policy in force from time to time.
- 4.3 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your remuneration. The Company shall be entitled to deduct from your remuneration, income-tax, other taxes and levies which it is liable to deduct at source.

5 Benefits entitlements

- 5.1 You will be entitled to service benefits as per the rules of the Management as framed from time to time and as applicable to employees. The details of your current benefits and compensation details are annexed to this contract of employment.
- 5.2 You will be eligible for Medical and life insurance and related benefits as per company rules and regulations as prevalent from time to time.
- 5.3 You will be eligible to the benefits of Provident Fund & Gratuity as per provisions of the Provident Fund Act and Gratuity Act regulations as prevalent from time to time.
- 5.4 Your "work week" will be Monday to Friday. Daily working hours will be governed by the location / business specific office timings and applicable law with half an hour meal break during the work day. However, it may be necessary to extend these hours, or require your attendance at different times or week days depending on work demands; the same will be communicated to you by your manager from time to time.
- 5.5 Company will have twelve (12) days of declared holidays in a calendar year. The complete list of holidays for each calendar year is announced in December of the previous year.
- 5.6 The leave entitlement will be calculated on the basis of calendar year. Leave entitlement per year including casual and sick leave is as per rules of the Company framed from time to time. Such leaves will be credited to you on pro-rated basis for the calendar year upon joining the Company.

- 5.7 In the event where the Company has paid for your relocation/joining bonus/notice period of previous employer at the time of joining, all expenses borne on account of relocation/notice period paid to you as per the Company's policy will be recovered in full from you, if you resign from the Company before a period of one year (12 months).

6 Termination

- 6.1 During the probation period, either party is free to terminate this employment without assigning any reason therefore by giving notice of such intent for a period of fifteen (15) days. After your confirmation in regular employment of the Company, either party can terminate this employment by giving two (2) month's written notice without assigning any reasons. Ordinarily, the Company requires that you serve the full two (2) months notice prior to leaving the services. The company reserves the right to pay or recover salary in lieu of notice period. Prior to leaving the company, you will ensure that all your ongoing activities are successfully completed and handed over to the satisfaction of your manager / in-charge / superior. Further, based on satisfactory handover, the Management at its sole discretion may relieve you in advance of the full notice period. However, due to exigencies of business and / or successful completion of ongoing activities including its handover, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.
- 6.2 You shall retire from the services of the Company on the attainment of 60 years of age. Your employment shall stand terminated on the date of your retirement.
- 6.3 Notwithstanding the above, the Company may terminate this Contract in any of the following events:
- 6.3.1 You are guilty of serious misconduct including but not limited to moral turpitude;
- 6.3.2 You neglect your duties;
- 6.3.3 If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you return to work within eight (8) days from the commencement of such absence and give an explanation to the satisfaction of the Management regarding such absence including submission of medical certificates as required;
- 6.3.4 You are in breach of your obligations of confidentiality to the Company; or
- 6.3.5 You do not comply with instructions or regulations imposed by the Company or any of the terms and conditions of your employment with the Company.
- 6.3.6 Any other reason as mentioned in the disciplinary policy of the Company in force from time to time.
- 6.4 Upon termination of your employment, you shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto.
- 6.5 You shall also be required to clear all dues and formalities in respect any Company facility such as leased accommodation, leased car, loan, joining bonus (if leaving within 12 months from date of joining) and other amounts that you may be required to refund as per Company policy prior to leaving the services of the Company. In the event you fail to settle accounts, complete necessary formalities or otherwise clear your dues, the Company reserves the right to initiate appropriate legal action for recovery of dues at your risk and cost.

7 General employment obligations

- 7.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
- 7.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the Code of Conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.
- 7.3 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.
- 7.4 You shall ensure successful and timely completion of any job / work assigned to you. You would adhere to the norms of office discipline including working hours, systems and procedures.
- 7.5 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.
- 7.6 Non-Solicitation: You agree that for a period of three (3) months after termination or expiration of your employment with the Company, regardless of the reason for termination, you shall not directly or indirectly, solicit for employment, or advise or recommend to any other person that you employ or solicit for employment, any person employed at that time by the Company, or by any related corporations in any business thereof in which you have been engaged during your employment.
- 7.7 Non-Compete: It is the Company's policies to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics and encourage all employees to avoid all conflict of interest in any form or manner. Accordingly all employees must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company.
- 7.7.1 During the employment period and for a period of three (3) months following termination of employment, you will not, directly, or indirectly, work for, own, invest in, direct, or aid any company or person engaged in competition with the Company. A company or person is in competition with the Company if it solicits business, performs services, or delivers goods that are competitive to the Company, its customers, or its prospective customers.
- 7.7.2 The above clause pertaining to non-competition shall be enforced to the fullest extent permissible under the applicable law.
- 7.8 Non-Disclosure: You acknowledge that the Company owns an exclusive proprietary interest in certain confidential information and that such confidential information constitutes valuable commercial and industrial secrets of the Company. You acknowledge and agree that the misuse or unauthorized disclosure of any confidential information would constitute an act injurious to Company and that the unauthorized disclosure or use of any confidential information may adversely affect the Company's business, competitive position and goodwill.
- 7.8.1 Your confidentiality obligations extend to all information of a confidential nature obtained or derived from the Company's customers or prospective customers.

- 7.8.2 In view of the Company's business relationship with different competing customers, you hereby covenant not to discuss any customer-related information nor share any customer data or techniques with other employees working on projects or accounts of another competing customer. You will take all necessary measures to protect the confidentiality of all information relating to the customer account for which you are responsible or to which your work relates, as well as any and all relevant data in your custody.
- 7.8.3 You hereby covenant not to mention anything about any competitors of the customer when communicating with the customer. You agree to keep all discussions on matters relating to the specific account within the account team, and that this applies for all communication between all levels of the Company organization.
- 7.8.4 You also agree not to take or remove from the premises without prior authorization in writing any original or copied material including any document, specification, drawing, diagram, plan, list, magnetic medium or any article relating to the Company's interests, secrets, or products, past, present or future, except where by virtue of the nature of your duties you are acting in the Company's interest and consent for such action would not reasonably have been expected to be withheld.
- 7.8.5 Under any or all circumstances, you agree not to make any public statements nor press releases about the customer account or project you are assigned to work on or are working on or about any competitors of that customer, without written authorization from the Company.
- 7.8.6 If, during the term of employment, you breach or violate any of the terms set out in this clause, you agree that this shall be sufficient cause for the Company to terminate this Contract. You acknowledge and agree that the termination of this Contract shall be without prejudice to any other legal remedies that the Company may have against you.
- 7.8.7 You agree that upon the termination of your employment with the Company for any reason whatsoever, whether such termination was made voluntarily or involuntarily by you, with or without cause, you will immediately return to the Company any and all property, customer lists, information, forms, formulae, plans, documents or other written or computer material, software or hardware, or copies of the same, belonging to the Company or any related companies of the Company within your possession or made or compiled or delivered to you during your employment, and will not at any time thereafter copy or reproduce the same.
- 7.8.8 You agree that the covenants and undertakings relating to non-disclosure that you have given herein shall continue regardless of the termination of your employment howsoever caused until such confidential information becomes part of the public domain.
- 7.9 Use of Company Marks: You agree that you will not retain or use, for your account or any other account, at any time, any trade names, trademarks, service mark, or other proprietary business designation used or owned in connection with the business of the Company, or any of the related corporations of the Company. For clarity, it is hereby declared that ownership and title to all of the aforesaid properties shall at all times be vested in the Company, or its related corporations, as the case may be.
- 7.10 Employment invention: You shall disclose to the Company promptly in writing any invention (the word invention is to be understood to mean anything which might be capable of protection, in any country, against copying by a patent, a registered design, copyright, or otherwise) which may occur to you either alone or in conjunction with any other person during your employment with the Company, with the exception of inventions which you know to be not applicable to the field of activity of the organization. The company shall be entitled to get such invention(s) / patent.
- 7.10.1 You shall inform the Company at the commencement of your employment with the Company of all inventions previously made by you is not precluded by contract from disclosing to the Company and for which an application for a patent or for a registered design has not yet been made.
- 7.10.2 The Company will be free to adopt any of the employees' inventions to the Company at the commencement of your

employment with the Company and conceived during your employment with the Company, and to assign to others the right to adopt it, and the Company will be absolutely entitled to any industrial or commercial protection rights anywhere in the world including rights arising from the obtaining of the letters of patent or design registration in respect of such invention. The Company will notify to the employee if and to what extent the Company will adopt the said rights.

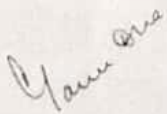
- 7.10.3 You shall on the request of the Company execute any necessary assignment, application form or other documents necessary for obtaining any protection right, which the Company will choose and you shall assist the Company if called upon to do so to obtain at the Company's cost, such protection right.
- 7.10.4 You shall treat all information relating to such invention as confidential and disclose it only to his superiors or any such person as your superiors direct. The employee shall not publish, except with the written consent of the Company, any information in relation to any such invention.
- 7.10.5 You agree that all inventions, designs, improvements, writings, and discoveries made during your employment and pertaining to the business conducted by the Company shall remain the exclusive property of the Company. You shall assist the Company in obtaining patents and copyrights on all such inventions, designs, improvements, writings and discoveries deemed suitable for patent and copyright by the Company, and shall execute all documents and all necessary actions to obtain the patents and copyrights, and vest the Company with full and exclusive title thereto, and protect same against infringement by others.
- 7.11 Conflict of Interests: By joining the services of the company you confirm that you have disclosed fully to the Company any business interests or circumstance that conflict with the Company's interests. You agree to disclose immediately to the Company any conflict of interest between the Company and you or any immediate relatives that may arise during your employment. You are required to sign our standard conflict of interest disclosure form. You acknowledge that you have read, fully understand and agree to abide by, the terms and conditions of this disclosure shall form part of this present employment agreement.

8 Governing Law and Jurisdiction

This offer of employment shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and Management will be subject to exclusive jurisdiction of courts of Delhi whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature

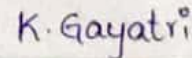
In case this offer of employment is acceptable to you, please sign the duplicate copy of this letter and return to us as a token of your acceptance of the terms and conditions of employment offered to you.

for Nokia Solutions and Networks India Private Limited


Manu Dua
Human Resources

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the offer of employment on the terms and conditions stated herein above.

Dated:


Kadamuthuru Gayathri