



18-Sep-2021
Offer No: AG-1659

JAYASURYA RAJENDRAN

8/4, Beriamman Kovil Street, Postal Nagar, Chromepet,
Kancheepuram, Tamil Nadu-600 044.

Dear JAYASURYA,

We are pleased to make the following offer of employment to you. Set below are details of your employment, compensation, and benefits package (hereinafter referred to as the "Employment Agreement").

1. Position:

- 1.1. You will be employed as **Associate Quality Analyst** by Agilysys Technologies India Pvt. Ltd. ("Agilysys Technologies" or the "Company") on a full-time basis.
- 1.2. You will be based at our office in Ramanujan IT City (SEZ), Chennai, Tamil Nadu. However, the Company reserves the right at any time to require you to work at any location within India, whether on a permanent or temporary basis.
 - 1.2.1. You may be required to travel both within India and overseas in the proper performance of your duties. Any expenses thereby incurred by you will be reimbursed in accordance with Company reimbursement policy.
 - 1.2.2. You may be required to attend specialized training, either in India, or abroad, and it is expected that you will be ready and willing to undertake such training, as the same is necessary to enable you to effectively discharge your duties within the Company.
 - 1.2.3. Company reserves the right to utilize your services at any of its offices, work sites, or associated or affiliated companies in India, or outside India, for certain periods of time. While traveling for such work, your expenses and costs in connection with such travel and any other expenses incurred / allowances eligible shall be reimbursed in accordance with the current travel and expense policy of the Company. You are required to keep your passport valid at all times.
- 1.3. Your start date will be on or before **23-Sep-2021** (the actual start date to be finally agreed between us in writing), contingent upon your signing this Employment Agreement and satisfying the conditions precedent set out below. This will be the date on which your period of continuous employment begins. If you fail to begin on that date, this offer will be automatically rescinded.

R. Jayasurya

Agilysys Technologies India Private Limited

Reg Off: Module 3, Third Floor, Cambridge Tower, Ramanujan IT City, Taramani, Chennai 600 113, India
email: INDIA-CORP@AGILYSYS.COM Phone: 044-66239200 CIN: U72200TN2017FTC114995



2. Compensation and Benefits:

2.1. Your Total Annual Base Salary will be **INR 4,20,000/- (Rupees Four Lakh Twenty Thousand Only)** per year less any required deductions, payable in equal instalments monthly in arrears. This Annual Base Salary will be structured into the following Components:

• Basic:	INR	1,68,000
• Housing Rent Allowance:	INR	84,000
• Other Allowance:	INR	1,68,000

2.1.1. You agree that the Company has the right to deduct from your salary, or any other payments due to you (including any payment due upon the termination of your employment), any sums due from you to the Company.

2.1.2. You will be liable to pay all taxes and liabilities as required under India tax Law. Except for the obligation to withhold taxes from your remuneration, the Company assumes no responsibility for your personal tax affairs.

2.1.3. **Benefits, Insurance and Retirals:** You will be eligible to participate in all retirement, welfare, and other benefit plans maintained by the Company for the benefit of similarly-situated employees.

2.1.4. **AIP Plan:** You will be eligible to participate in the Annual Incentive Plan maintained by 'Agilysys Inc., USA'. Your target bonus amount is 8% of your Annual Base Salary.

3. Hours of work:

3.1. You will work the normal business hours of the Company: Monday to Friday 9.00 a.m. to 6:00 p.m., with a lunch break of 60 minutes. However, you agree voluntarily, in addition, to work (without additional remuneration) such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. The Company retains the right to alter your working hours.

4. Notice of Termination of Employment:

4.1. Either party may terminate your employment by giving written notice of termination to the other party. The period of notice required is two months. Any resignation by you would have to be accepted by the Company in order to become effective. A resignation, once accepted, cannot be withdrawn.

4.2. The Company shall be entitled (in its absolute discretion) to terminate your employment forthwith by paying you two month's Base Salary. The Company may also terminate your employment immediately and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) on any breach of the prevalent general employment policies of the company.

R. Jayaswala

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5. Confidentiality, Intellectual Property, and Post-Employment Obligations:

- 5.1. You agree to execute Agreement(s) which will cover among other things protecting the confidential information of Agilysys and any other company which at the relevant time is its subsidiary undertaking or parent undertaking or a subsidiary undertaking of any such parent undertaking and; to the extent permitted by applicable law, limit your post-employment activities that compete against Agilysys and its subsidiaries in the area in which you work.

6. Data Protection:

- 6.1. You consent to the Company processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data or information (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011)) relating to you for legal, personnel, administrative and management purposes. The Company may make such information available to any Group Company, those who provide products or services to us (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organizations and potential purchasers of the Company or the business in which you work.

7. Conditions Precedent:

- 7.1. This contract of employment is contingent upon your successful completion of the Company's screening process. Also, as a condition of employment you are to present proof of your identity and your eligibility to work in India.

8. Background Checks:

- 8.1. 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 section "Submission of Documents" below. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation and/or to take any appropriate action against you, including, but not limited to termination of your employment. When a background check indicates 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, in advance of initiating appropriate action.

9. General Provisions:

- 9.1. You confirm that your work for the Company in the position offered requires significant creative and mental inputs, does not violate any non-competition or other agreement with previous employers, and that you will not violate any obligation not to use or disclose confidential information obtained from previous employers by entering into this Employment Agreement.
- 9.2. You will perform such duties and exercise such powers as the Company may from time to time require. During office hours, you shall devote all your time, skill and attention to your job and act in the best interests of the Company and its Affiliates at all times.

R. Jayaswala

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**10. Integration:**

- 10.1. This Employment Agreement expresses the complete understanding of the parties with respect to the subject matter discussed herein and supersedes all prior proposals, agreements, representations and understandings with respect thereto. This Offer may not be amended except in writing signed by both parties.

11. Waiver:

- 11.1. The failure to exercise any right provided in the Employment Agreement, or any amendment thereto, shall not be a waiver of any prior or subsequent rights by the Company.

12. Dispute Resolution and Arbitration:

- 12.1. Any dispute, controversy or claim arising out of or in connection with this Employment Agreement shall be finally settled under the Rules of UNCITRAL. The seat of arbitration shall be Chennai, Tamil Nadu. The language of arbitration shall be English. The Arbitration award shall be final and binding upon the parties. To the extent any matter shall not be addressed through arbitration, this Agreement shall be governed by the laws of India. The courts at Chennai shall have the exclusive jurisdiction over all disputes or claims between you and the Company under this Agreement which is not addressed through arbitration.

13. Assignability:

- 13.1. The Employee acknowledges that the services to be rendered by him/her are unique and personal requiring significant mental, scientific and creative inputs. Accordingly, the Employee may not assign any of his/ her rights or delegate any of his/ her duties or obligations under the Employment Agreement, or any amendment thereto. This Employment Agreement is assignable by Agilysys.

14. Acknowledgement:

- 14.1. You acknowledge that you have had the opportunity to discuss this Employment Agreement with and obtain advice of counsel and ask questions of the Company, which questions were, answered to your satisfaction. You also acknowledge that you have had sufficient time to, and have carefully, read and fully understand this and you are knowingly and voluntarily entering into this Employment Agreement.

15. Modification of Agreement by Parties:

- 15.1. You agree that the Employment Agreement or any amendment thereto, may not be changed, modified, released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing mutually agreed to and signed by both parties.

16. Indemnity:

- 16.1. You acknowledge and agree to indemnify Company against any and all losses, damages, consequential damages, claims, or expenses incurred or suffered by Company either directly or indirectly as a result of your breach of the Employment Agreement, any amendment thereto, or any fraud, misconduct or negligence on your part.

A handwritten signature in blue ink that reads "R. Jayaswamy".

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17. Code of Conduct, Privacy Policy, and other Company Policies:

- 17.1. You agree to be bound by and to comply with the terms of the Company's Code of Conduct and Privacy Policy as amended from time to time.
- 17.2. Other aspects of the employment in addition to those stated in the offer shall be governed by the policies of the Company.

18. Severability:

- 18.1. Any provision of the Employment Agreement, which is held to be invalid or unenforceable for any reason, shall be ineffective to the extent of such invalidity or enforceability of that provision only, without affecting in any way the remaining provisions hereof.

19. Submission of Documents:

- 19.1. At the time of your joining, the documents listed below should be submitted. Please carry the originals for verification.

- Two recent passport size photographs
- PAN card
- Document/s containing start date and end date of the last two employers
- Copy of Degree/PG/Diploma (wherever applicable) certificates
- Copy of all semester mark sheets (last semester mandatory)
- Relieving Letter(s) from previous employer(s)
- Passport (if not available, please apply immediately)
- Aadhar Card
- Driving License
- Cancelled Cheque/Bank Statement

Please indicate your acceptance of this Employment Agreement by signing and returning the duplicate copy of this letter indicating your intended date of commencement.

We look forward to welcoming you to Agilysys Technologies and are confident that you will make a very important contribution to our growth and development in India.

If you should wish to clarify any aspects of this offer, please do not hesitate to contact us.

Yours sincerely,

Ando Renold
Senior Manager - Talent Acquisition

I have read, understood, and agree to the terms and conditions as set forth in this offer letter and I will join on or before **23-Sep-2021**.

Date: 18-Sep-21

JAYASURYA RAJENDRAN

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JAYASURYA RAJENDRAN		
Components	Monthly INR	Annual INR
Basic	14,000.00	1,68,000.00
HRA	7,000.00	84,000.00
Other Allowance *	14,000.00	1,68,000.00
TOTAL BASE SALARY	35,000.00	4,20,000.00
Gratuity (approx.)		8,077.00
Provident Fund - Employer (approx.)		24,050.00
Medical + Other Insurances (approx.)		30,000.00
TOTAL BENEFITS		62,127.00
AIP Plan **		33,600.00
TOTAL CTC		5,15,727.00

* Includes Meal Card of INR 2,200 per month, if applicable

** Payable annually as per Company's AIP Plan

R. Jayasurya

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Letter of Authorization – Background Verification

I hereby authorize **Agilysys Technologies India Private Limited** and its representative to verify information provided in my application for employment and to conduct enquiries as may be necessary, at the company's discretion.

I also authorize all persons who may have information relevant to this enquiry to disclose to Agilysys and its representative.

This authorization can be release in any form such in original, faxed, photocopied, e-mail etc, and shall be valid for this and any future reference.

I confirm that the information provided by me is correct and to the best of my knowledge.

Signature:

A small rectangular box containing a handwritten signature in blue ink that reads "R. Jayasurya".

Name in Block Letters:

JAYASURYA RAJENDRAN

Date:

18-Sep-21

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