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Ingram Micro India SSC Private Limited
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LETTER OF EMPLOYMENT**July 15, 2021****Harishprasanna. P**

No. 2 kumar street old RTO OFFICE, Srinivasapuram
Mayiladuthurai

Dear Harishprasanna,

We are pleased to confirm with this letter of employment (hereinafter "**letter**"), Ingram Micro's offer of employment to you for the position of **Associate Engineer, Software Development**. You will be based in **Chennai SSC**. We will expect you to commence your employment on a mutually agreed upon date but no later than **July 19, 2021**. This offer is contingent upon you providing valid documentation as per the Company's requirements. Your appointment shall be governed by terms and conditions as mentioned in **Annexure "A"** attached herewith.

Your compensation package is attached as **Annexure "B"**. The same is subject to deduction of tax and other statutory payments as may be applicable.

Ingram Micro is a value-based company which employs the highest ethical standards and demonstrates honesty and fairness in every action we take. The Code of Conduct (attached) affirms the company's commitment to these high standards. By accepting Ingram Micro's offer of employment, you agree to comply with our Code of Conduct and will be asked to annually provide affirmation to these standards.

Please also note that the Company believes in 'Re-engineering' as a continuous process, and therefore, designations, responsibilities and location are subject to modifications in line with the business objectives. You shall also be required to comply with the Company's Policies with regard to your terms of employment.

If the above confirms your understanding of the position offered, please sign a copy of this letter and return the same to us.

We look forward to you joining our team and are confident that you will make significant contributions to the continued growth and financial success of our Company.

Sincerely,

For Ingram Micro India SSC Private Ltd.

DocuSigned by:

FB2F843E03AC4E7
Authorized Signatory

I have received a copy of this letter along with the terms and conditions governing my employment (Annexure A) and I hereby accept the offer of employment and also agree to abide with the terms and conditions governing my employment.

7/16/2021

Harishprasanna**Date**



ANNEXURE A

Standard Terms and Conditions of Employment

1. Employment Status

Following the successful completion of your probation period of 6 months you will be confirmed in services in writing. If the Probation performance review is not satisfactory it will be extended for another 3 months. During the probation period your services can be terminated with thirty days notice on either side.

2. Compensation

- a. You shall be entitled to an all-inclusive annual gross compensation (CTC) as per Annexure B. The same is subject to deduction of all taxes and other statutory deductions as may be applicable. The compensation structure is subject to change from time to time.
- b. Your performance will be evaluated on an annual basis for salary review and /or advancement. The salary increase, if any, will be prorated based on length of your employment from date of joining to date of review.

3. Code of Conduct and other Company Policies

- a. Your adherence to the Company's Code of Ethics is vital to the Company and to your success at the Company. When you sign this Letter of Employment, you are agreeing to thoroughly familiarize yourself with the Company's Code of Conduct and you are agreeing to abide by it. You also agree to take Company's Code of Conduct course available on-line through Company's intranet.
- b. You also agree to access the Human Resources Website and ensure compliance with the same. Additionally, from time to time, the Company will communicate important information about its policies by way of electronic mail notification and/or the Company intranet. By signing this agreement, you agree to thoroughly review these policies communications and to abide by them.

4. General Terms of Employment

- a. This employment offer is contingent upon, your actually joining the Company and on receipt of the requisite documentation as requested by the company.
- b. Your work hours will be 9.00am to 6.00pm Monday through Friday. However, if you are subject to shift duties (either temporarily or permanently) then your office hours shall be decided accordingly and subject to provision of applicable laws. The employee shall be entitled for flexible hours as per the policy of the Company in this regard.
- c. You must obtain the MD's written approval prior to accepting any additional temporary job or any consulting assignment or entering into a business venture. In the event of evidence showing dual / self-employment, your services will be terminated immediately and all amounts and benefits owed to you will be forfeited without recourse.
- d. Your employment with the Company is bound by a non-compete clause. You are prohibited from seeking part/full time employment or accepting any unpaid or paid projects or create any interest with any of the Company's competitors / customers / suppliers /principals. You must refrain from soliciting and/or establishing a competing or similar business in your individual capacity or in collaboration with others during your tenure of Employment with the Company or for six months immediately after your last day with the Company on your termination or resignation of your Employment with the Company.
- e. You may be required to travel on Company's business within India and Overseas. You will be reimbursed all travel expenses in accordance with the Company's Policies. You may also be relocated to any location within India or overseas.
- f. You will keep the Management informed of any change in your residential address, telephone numbers and emergency contact number.



HR

- g. Your employment will be governed by the terms and conditions of this letter and the Company's rules and regulations as applicable, enforced, amended or altered from time to time during the course of your employment.
- h. You will be provided paid maternity/ paternity leave in accordance with the Law.
- i. You hereby consent and authorize the Company to collect, use, process, store, transfer, export, share and deal with personal information, (including personal data), documents/images, furnished by You at the time of appointment and during the course of your employment with the Company.
- j. The Company believes in 'Re-engineering' as a continuous process and therefore, designations, roles, responsibilities and location are subject to modifications in line with the re-engineering process.
- k. The terms of this Appointment Letter are governed by the Laws of India until such time your place of work is within the geography of India. In the event of any dispute between the employee and the Company the same shall be decided by the Arbitration. The employee hereby allows the Company to appoint sole Arbitrator. Pursuant to this, the Company, can appoint either CEO or MD or Director or any other person nominated by the Company to act as an Arbitrator. The Arbitration shall take place pursuant to provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be conducted in Mumbai and in English Language. The Courts in Mumbai shall have exclusive jurisdiction for any dispute between Company and the employee.

5. Transferability

- a. You are liable to be transferred by the Company at its discretion to any of its departments/offices, any Associate Companies, whether existing now or which may be established later in any part of India or outside India.

6. Assignment of Intellectual Property

- a. **"Intellectual Property"** means any idea, concept, design, suggestion, discovery, invention, copyright, patent, trademark, trade secret, or other intellectual property of any nature, including computer graphics, programs, and/or algorithms, processes, diagrams, know-how, drawings, notes, memoranda, digital representations, illustrations, videos, photographs, and/or pictorial representations of any nature. **"Inventions"** means all discoveries, developments, designs, improvements, formulas, and processes that may be patentable.
- b. You understand and agree that if you have not identified your Intellectual Property and Inventions fourteen (14) days after beginning your employment with the Company, all such Intellectual Property and Inventions will not be reserved and will be considered part of your background training and experience that you are providing to the Company as consideration for your employment.
- c. You acknowledge and agree that all works that you may create for or author during the period of your employment with the Company which relate or are useful to the business, or demonstrably anticipated business of the Company, whether or not created during your working time, are within the scope of your employment relationship with the Company and are works for hire, and that the Company owns all rights in such works of authorship. To the extent that such works of authorship are not works for hire, you hereby assign them to the Company as set out in subparagraph (e), below.
- d. You will fully and promptly disclose to the Company, and you hereby assign to the Company as set out in subparagraph (e), below, any and all Intellectual Property that is related or useful to the business, or demonstrably anticipated future business, of the Company which you may solely or jointly conceive, design, develop, create, or suggest or cause to be conceived, designed, developed, created, or suggested during your employment with the Company, whether or not conceived, designed, developed, created, or suggested during your working time. However, the foregoing sentence will not apply to any Invention that qualifies fully under the provisions of the laws of the country where you are employed or any similar laws of another jurisdiction, namely any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities, or trade secret information, unless such Invention either: (i) relates at the time of its conception or reduction to practice to Company's business, or to actual or demonstrably anticipated research or development of the Company; or (ii) results from any services provided by you for the Company.
- e. Any works of authorship referred to in subparagraph (c), above, and any Intellectual Property referred to in subparagraph (d), above (except to the extent excluded from the scope of subparagraph (d) by virtue of the statutes of the country where your employed or any similar laws), are referred to as **"Company-Related Intellectual Property."** All right, title, and interest



HR

in and to the Company-Related Intellectual Property, including any renewal and extension rights, shall be the sole and absolute property of the Company. You agree that, without additional consideration or compensation of any kind, you will assign and you hereby do assign to the Company all your right, title, and interest in and to any Company-Related Intellectual Property now or hereafter existing and all renewal and extension rights, and you agree to execute any documents necessary to evidence Company's proprietary interest in any Company-Related Intellectual Property. You acknowledge and agree that new rights to the results and proceeds of your services may come into being in the future under law and/or in equity, and you hereby assign, grant, and convey to the Company any and all such rights, renewals, and extensions thereof in and to such results and proceeds. In the event the Company is unable for any reason whatsoever to secure your signature to any lawful and necessary document required to apply for protection of, or enforce any action with respect to, Company-Related Intellectual Property, you hereby irrevocably designate and appoint the Company and its duly-authorized officers and agents as your agent and attorney-in-fact to act for and in your behalf to execute such documents and to do all other lawfully permitted acts to protect Company's interest in any Company-Related Intellectual Property with the same legal force and effect as if executed by you.

- f. You will not knowingly do anything to imperil the validity of any intellectual property rights of the Company, and will not do or omit to do any act which may invalidate any application for the same or in any way publish or cause to be published any material relating to Company-Related Intellectual Property.

7. Confidential Information of the Company

- a. You hereby acknowledge that during your employment with the Company, the Company has provided and/or will actively provide you access to certain confidential and/or proprietary information regarding the Company and its business (collectively, "Confidential Information") that is not generally known outside the Company and that would not otherwise be provided to you without your execution of the letter agreement of which this Annex A forms a part. Confidential Information includes, without limitation, the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): trade secrets; inventions; processes; formulae; programs; technical data; financial information; Ingram Micro-developed software; engineering designs and documentation; customer proposals, specifications, requirements, as well as marketing and advertising plans and strategies; customer identities, lists, and confidential information about customers and their buying habits; confidential information about prospects, suppliers, vendors, and key employees; personal information relating to the Company's employees; mailing and email lists; and any other confidential or proprietary information relating to Company's business. You understand that the Confidential Information has economic value because it is not generally known to the public or to other persons who can obtain economic value from its disclosure or use and you further understand that the Company expends considerable efforts to maintain the secrecy of the Confidential Information. You understand and agree that you are authorized to access and use Confidential Information solely for the Company business and that you are not authorized to access any computer systems containing Confidential Information except in furtherance of Company's business.
- b. You agree not to remove Company's property or Confidential Information from the Company premises without express written permission, and you agree to return all Company property and Confidential Information, in any form, at the time your employment with Company ends for any reason or upon the earlier request of the Company. To the extent that you possess any Confidential Information in digital or other electronic form, you will work with the Company to secure said Confidential Information in accordance with Company's direction. Upon the request of the Company, you will execute a document confirming your agreement to honor your responsibilities contained in this **Annexure A** after your departure.

8. No Misappropriation

During the term of your employment and thereafter, you hereby promise not to disclose or use, or induce or assist in the disclosure or use of, any Confidential Information except for the benefit of the Company. In addition, at no time after the end of your employment with the Company will you seek to obtain or misappropriate, or induce or assist in the obtaining or misappropriation, any of the Company's trade secrets or other Confidential Information from any current or former Ingram Micro employee, independent contractor, consultant, or any other source.



HR

9. Restriction on joining Vendors / Clients / Competitors

- a. You are required, on behalf of Company, to provide services to, or solicit business from, or deal in the course of your Employment, with various clients / vendors of the Company (each such constituent hereinafter referred to as 'Client' or 'Vendor').
- b. In consideration of your employment with the Company, you shall agree, for a period of six months following the termination of your employment with the Company for any reason, you shall not :
 - I. Accept any offer of employment from any Client or Vendor, where you would have worked in a professional capacity for and/or on behalf of the Company or its Reseller, Partners, Vendors, Client in the twelve months immediately preceding the termination of your employment with the Company.
 - II. Accept any offer of employment or employment from any competitor of the Company, if your employment with such named competitor would involve you to work with a Customer or a Reseller Partner with whom you would have worked in the twelve months immediately preceding the termination of your employment with the Company.

10. Non Solicit

- a. Agreement Not to Solicit Customers. You further agree that, during your employment with the Company and for a period of one (1) year after the end of your employment relationship with the Company for any reason, you will not, directly or indirectly, either on your own behalf or on behalf of any other person or entity, use any Confidential Information to attempt to persuade, induce, or solicit any customer of the Company to cease to do business or to reduce the amount of business which the customer of the Company has customarily done or contemplates doing with the Company or to expand its business with a competitor of the Company and that you will not use Confidential Information to directly or indirectly assist others in doing so. "Customer" means any person, entity, or institution, including individuals, agents, or representatives who control, direct, or influence the purchasing decisions of such entities or institutions, as to which you had or supervised business contact on behalf of IMI or about which you obtained Confidential Information in the two (2) years prior to the end of your employment with IMI for any reason.
- b. Agreement Not to Solicit Employees. You further agree that, during your employment with the Company, and for a period of one (1) year after the end of your employment relationship with the Company for any reason, you will not, directly or indirectly, either on your own behalf or on behalf of any other person or entity, employ, solicit for employment, or otherwise seek to employ or retain any employee of the Company or in any way assist or facilitate any such employment, solicitation, or retention effort.

11. Conflict of interest

All Employees shall be required to report to the Company if any member of his/her family or close relatives is engaged in any type of trade or business or services which supplies goods and/or services to the Company or having any other type of business relationship.

12. Discipline and disciplinary action

Your service, conduct and discipline are governed by this Appointment Letter, Company's rules and regulations and policies as applicable, enforced, amended or altered from time to time during the course of your Employment, and you shall abide by all applicable Laws and rules made thereunder, as may be in force from time to time. If you commit breach of any of the terms and conditions of this Appointment Letter, rules & Regulation and Policies of the Company or if, you are dishonest, negligent, calls insubordination, disobedience, theft, misappropriation of Company's funds, property, resources or if you are found drunk while on duty, unruly behavior, unpunctual in attendance etc., you are liable for appropriate disciplinary action, which may also lead to termination of your Employment. If need be, you may be placed under suspension pending inquiry into the charge of misconduct.

13. Disassociation

- a. You will automatically retire from the services of the Company on your completing the age of 60 years, based on the proof of age document furnished by you.



HR

- b. If you abstain yourself from duty for three consecutive days without approval of leave, you will lose your lien on the job, as having been voluntarily terminated by you, without any notice / termination.
- c. The Management may terminate your employment, by giving, two month's notice or salary in lieu of that, if you are in Grade 7 or below and 3 month's notice or salary in lieu of that, if you are in Grade 8 or above. However, if you were to be dismissed from the employment for an act of misconduct, mis-representation, and fraud then you will not be entitled for such notice or payment in lieu of notice period.
- d. In case you wish to terminate your employment with the Company, you will have to give at least two months advance written notice, or salary in lieu thereof if you are in Grade 7 and below at the time of you terminating your employment and three months advance written notice, or salary in lieu thereof if you are in Grade 8 and above at the time of you terminating your employment.
- e. However, if you were to be dismissed from the employment for an act of misconduct, mis-representation, fraud then you will not be entitled for such notice or payment in lieu of notice period.
- f. The notice period during probation from either side is 30 days.
- g. The discretion to accept pay in lieu of notice period will rest with the Management. Such notice pay will be adjusted from your last earnings or if the earnings are insufficient, you will have to deposit the required amount with the Company before being relieved from the Employment. If you terminate your employment with us, the Management reserves the right to waive your notice period at its sole discretion.
- h. During the tenure of the employment, the Company may initiate background verification through its employees or through third party/ies having necessary expertise as required and should the report be negative, then the Company may be constrained to take action as deemed fit including termination of employment without notice. In that case you are not entitled to claim any compensation due to termination. You hereby affirm that Company shall share your sensitive personal data or information with third party/ies for the purpose of background verification or such other purpose as the Company may deem fit.
- i. For the purpose of the above, 'salary' means total annual compensation.

14. Confidentiality of your terms of hire

- a. The matter of your compensation is confidential information of the Company. Any discussion or disclosure of your compensation with anybody other than your Departmental Head or Human Resources will be termed as breach of agreement by you.
- b. Your compensation package is unique to you and not liable for comparison with any other Associate of the Company.

Kindly sign the copy of this letter of employment in acceptance of the terms and conditions set out herein.

Sincerely,

DocuSigned by:

Suman Chakraborty

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Authorized Signatory

Ingram Micro India SSC Pvt. Ltd.

Agreed & Accepted

Signature:

Date : 7/16/2021



HR

ANNEXURE B

Harishprasanna P			
Date of Offer	July 15, 2021	Date of Joining	July 19, 2021
Department	IM Software	Designation	Associate Engineer, Software Development
Commission Plan	Non-Sales	Location	Chennai SSC
Components		Monthly Compensation	Annual Compensation
Salary	Basic	12375	148500
Allowances	House Rent Allowance*	6188	74256
	Conveyance Allowance	1600	19200
	Personal Pay	9525	114300
	Medical	1250	15000
Fixed Compensation (A)		30938	371260
Total Retirals (B)		2395	28740
Provident Fund Contribution		1800	21600
Gratuity #		595	7140
Total Compensation (A+B)		33,333	4,00,000

*Bills/Supporting's to be produced to avail Tax Exemption, subject to IT rules.

Gratuity as per The Gratuity Act 1972.

DocuSigned by:

Suman Chakraborty

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Authorized Signatory

Harishprasanna