

Salarpuria Aura,
4th Floor, B-Block
Panatooor (G P)
Kadubeesanahalli,
Outer Ring Road
Bangalore-560103

Salarpuria Touchstone,
3rd Floor, Block B,
15/1A, 14P7,
Kadubeesanahalli,
Outer Ring Road
Bangalore - 560103

05-Apr-2021

Manimegalai Palraj
Sathyabama University
Chennai
Tamil Nadu

Dear **Manimegalai**,

We are pleased to offer to you an opportunity for full-time employment with WM Global Technology Services India Private Limited ("**The Company**"). If you accept our offer, your tentative joining date will be on **15-Jul-2021** or such other date as communicated by the Company.

Attachment A contains the terms and conditions of your employment with the Company.
Attachment B contains the details of your compensation and benefits, which is subject to appropriate taxes. These taxes will be deducted from your pay.

If you accept our offer of employment, please sign in the space provided on **Page 6** and return to us within 3 business days from the date of this letter. Our offer shall automatically lapse unless we receive your acceptance within the designated time or unless we grant an extension of time due to extenuating circumstances.

You are required to handle this letter with all terms and its contents as strictly confidential, including but not limited to compensation, and you may not disclose or discuss the same, externally or with co-workers, without the Company's prior written consent.

We look forward to you joining our team and contributing to the Company's success. Should you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to contact your recruiter.

Sincerely,



Sudeep Ralhan
Vice President, Human Resources

05-Apr-2021

Attachment A

1. Date of Appointment

Your employment will be effective upon your signing of this letter which shall be provided to you for signature **on your first day of employment (15-Jul-2021)**. All your service benefits will be effective the Joining Date. This offer letter and your employment are contingent upon the satisfactory completion of background and reference checks and immigration related approvals, if any. Your employment is based upon the information and declarations provided by you. If at any time we determine that the information provided is false or misleading or that you have concealed information, the Company may withdraw its offer and/or terminate your employment immediately.

You have represented to us, and you are being employed by us, on the basis that, to the best of your knowledge, you have no restrictions or commitments to former employers or other entities which would in any way affect or hinder your rendering the services to the Company or that would restrict you from joining the Company.

2. Location

Your current location of posting will be in our **Chennai, Tamil Nadu, India** office. The Company may, at its sole discretion, transfer you to any other office or location of the Company or any of its affiliates.

3. Designation and Job responsibilities

Your designation in the organization presently is **Software Support Engineer I**. Your job responsibilities will be as assigned to you by the management from time to time. The designation, reporting and the job responsibilities are subject to review by the management from time to time. You shall perform and discharge faithfully and to the best of your ability the duties, which may be assigned to you from time to time by the Company and shall report to **Senior Director I, Software Engineering** in connection with such responsibilities.

You will devote your full working time, energy and attention exclusively to the duties entrusted to you and you shall not engage yourself in working for any other person or Company in any capacity, whatsoever, nor do any private business without obtaining our prior permission in writing.

4. Emoluments

Your Total Direct Compensation is INR **5,97,868/-** per annum which shall include all perks, benefits, bonus (MIP) as described in Attachment B. Provided that all amounts payable by the Company shall be subject to any taxes required to be withheld or deducted at source.

5. Incentive (MIP)

During your first year of employment, you will be eligible to participate in the Company's Management Incentive Plan (the MIP) on a prorated basis, determined by your start date. Based on your position, the MIP currently allows you to earn a target incentive of (10)% of your annual salary in an incentive payment which would be based on meeting a combination of individual and/ or Company metrics set for that fiscal year. Associates hired prior to November 1st are eligible for a prorated share of the incentive award for that MIP period.

Salaried Associates must remain employed through January 31st of the fiscal year to be eligible to receive the incentive award.

If your incentive percentage opportunity changes during the MIP period, your incentive percentage opportunity will be pro-rated based on the number of days in the positions.

5A. Statutory Bonus

You shall be entitled to receive Statutory Bonus under the Payment of Bonus (Amendment) Act, 2015 on a yearly basis, as long as the eligible Basic salary is lesser than or equal to INR 21,000 per month. Such statutory bonus shall be calculated as per the minimum wages act notified by the State Government from time to time and paid on a pro-rata basis from the date of joining until closure of the financial year (i.e. 31st of March every year). The Statutory Bonus shall be paid within eight months from the close of the previous financial year.

6. Provident Fund

You will participate in the Provident Fund Scheme applicable to employees of the Company.

7. Working Hours and Leave

Your work days, hours of work and the beginning and ending times of your shifts shall be determined by your manager and/or the HR department from time to time. The Company may require you to work in different shifts and the timing of those shifts and/or days of the week upon which the shifts are scheduled may be changed at the discretion of the Company to accommodate the needs of the business. If you are required to work different shifts, you may be eligible for a shift allowance as per Company policy depending on which shifts you are required to work.

You shall be eligible for leave in accordance with the Company's policies and practices.

8. Salary Review

The salary and compensation are subject to being reviewed and modified annually by the Company normally on April of every year. Your next salary review will be in April 2022.

The Company shall be entitled to withhold from any payments due to you pursuant to the provisions of this letter, any amounts required to be withheld by any applicable taxing or other authority, or any amounts loaned to you by the Company.

9. Travel

The Company may require you to undertake travel on the Company's work, and you shall be eligible for reimbursement of travel expenses for official work as per the Company's policies.

10. Transfers

From time to time, depending on our business needs, the Company may transfer you in such capacity as the Company may determine anywhere in India or abroad to any one of WM Global Technology Services India Pvt. Ltd. departments, subsidiaries, joint ventures, associates and sister Companies. During the tenure of such transfers, you may be entitled to benefits as per the Company's guidelines.

11. Confidentiality and Non-Disclosure of Confidential Information, Non-Solicitation, and Product Assignment

You will not at any time, without the consent of the Company disclose divulge, display, disseminate or make public, except under legal obligation, any information regarding the Company's affairs or administration or service carried out, whether the same be confided to you or become known to you in course of your service or otherwise. Any breach of this condition would entitle the Company to take such action as would be appropriate in the circumstances and / or to claim any damages from you.

The Company's offer for employment is conditional and subject to the Non-Disclosure, Non-Solicitation, and Product Assignment Agreement ("Agreement"), a copy of which can be obtained from the HR Department. You will be required to sign the Agreement within the first month of Joining.

12. Protection of Interest

If any declaration or information furnished by you to WM Global Technology Services India Private Limited during or prior to the Joining Date proves to be false or misleading, or if you are found to have willfully suppressed any material information, the Company reserves the right to terminate your employment immediately without any notice or compensation whatsoever.

13. Code of Conduct

You will adhere to the Company's policies and Code of Conduct which may be changed or revised from time to time. The HR Department will make available to you copies of these documents and you should review prior to acceptance of our offer. The Company reserves the right to terminate your employment without any reason or notice on receiving any information on your violation of the Company's policies or Code of Conduct.

Further you agree to abide by all the Company rules, regulations, instructions, policies, practices and procedures which the Company may amend from time to time and to indemnify the Company for any loss suffered as a consequence of a breach by you of the Company rules, regulations, instructions, policies, practices and procedures.

14. Termination

Either party may terminate your employment with one month's notice in writing. The Company reserves the right to pay in lieu of notice. In case you have given notice to resign or terminate your employment, you are expected to serve the entire notice period diligently, although the Company may in its sole discretion permit you to leave earlier.

Notwithstanding the information above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice) in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you commit a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency, or any allegation or conviction for any criminal offense, (v) your breach of any terms or conditions of this offer letter or the Company's policies or other documents or directions of the Company. (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients and/or (viii) misconduct by you as provided under the labour laws and/or in the Company's policies.

15. Obligations Upon Termination

Upon termination of your employment with the Company, you are required to return to the Company all documents, key business contacts, assets and books of whatsoever nature in your custody, care or charge and obtain clearance from the relevant person and departments. Where required, the Company will advise the relevant authorities of the termination of your employment.

Further, all memoranda, notes, records or other documents made or compiled by you or made available to you during your employment with the Company concerning the business and/or operations of the Company shall be the Company's property and shall, if in your possession or under your control, be delivered to the Company on the termination of the your employment. You shall not use for yourself or others, or divulge to others, any proprietary or confidential information of the Company, obtained by you as a result of your employment, unless authorized by the Company.

16. Personal Data

In signing this letter you authorize the Company to verify, validate, transfer, store, process and share all personal data and other information relating to you and provided by you to the Company or otherwise obtained by the Company in connection with your engagement with the Company, with other companies, whether in India or abroad, under the [Walmart] group of companies.

17. General

All notices required or permitted to be given shall be in writing and delivered personally, by e-mail or by certified or registered mail, return receipt requested, postage prepaid, or given by a nationally recognized courier service providing for proof of delivery to the following persons at the following addresses, or to such other persons at such other addresses as any party may request by notice in writing to the other party to this Agreement.

Further, the Company's policies are part of this offer of employment and you will have to sign and abide strictly by the Company's code of conduct in all business transactions, including protection of Company assets, conflict of interest, relations with vendors and other policy guidelines. A copy of such policies will be provided upon your request.

Your employment and the terms and conditions of this letter shall be governed by and construed in accordance with the laws of India.

Yours sincerely

WM Global Technology Services India Private Limited.



Sudeep Ralhan
Vice President, Human Resources
Date: 05-Apr-2021

Confirmation and Acceptance

I, **Manimegalai**, hereby accept to be a part of WM Global Technology Services India Private Limited and will abide by the Code of Conduct, policies, guidelines and the terms/conditions as set forth in this letter.



Name: **Manimegalai**

Date:

Date of Birth:

Father's/Spouse Name:

WM Global Technology Services India Private Limited

Regd. Office: 3rd Floor, Block B, Salarpuria Touchstone, 15/1A, 14P7, Kadubeesanahalli, Outer Ring Road, Bangalore - 560103
Phone 91.80.40358008, Fax 91.80.40358000
www.walmart.com
CIN-U72200KA2011PTC059719

05-Apr-2021

Attachment B

Your current position title is Software Support Engineer I your level is IN 1

Annual Compensation

Components	Annual Compensation
Basic	2,00,000
Flexible Compensation Plan*	3,00,000
Annual Gross Salary	5,00,000
*Retirals (PF)	24,000
Annual CTC	5,24,000
Management Incentive Plan	Target
Annual Incentive % (as a % of Annual Gross Salary)	10%
Annual Incentive Amount	50,000
TCTC (Total Cost To Company)	5,74,000
Statutory Bonus	23,868
Total Direct Comp at Target	5,97,868

MIP The indicative amount for the **MIP will be 10 % @ Target** of the annual gross salary.

Flexible Compensation Plan*: You can choose the below components to make your FCP tax efficient in line with the policy

Components	Per Annum
HRA	40% of basic for Non-Metro 50% of basic for Metro
LTA	75,000.00
Telephone Reimbursement	36,000.00
Professional Development	30,000.00
National Pension Scheme	10% of Basic

05-Apr-2021

Retirals **::

Provident Fund: As per the Company's Provident Fund Schemes.
(12% of Basic Salary)

Benefits

Mediclaime Insurance: Coverage would be for self, spouse, dependent parents or parental in laws and 2 dependent children for a sum of INR 5,00,000/-.

Personal Accident Insurance Scheme: Covers 24 hours a day anywhere in the world, upto 3 times of your Gross Salary.

Group Term Life Insurance Scheme: Covers 24 hours a day anywhere in the world, up to 3 times of your of annual gross salary.

Coverage to group term life insurance is subject to medical health checkup being undertaken and assessment of medical results by insurance company:-

a) If 60 (Sixty) years and above OR

b) If 2 years annual gross salary exceeds the free cover limit capping

For clause (a) above, if the Insurance Company determines the medical results not to be satisfactory, you will not be covered under the Group Term Life Insurance Scheme.

For clause (b) above, if the Insurance Company determines the medical results not to be satisfactory, you will be eligible only up to free cover limit capping

Further, associate and his immediate dependent members are eligible for **outpatient care benefit of INR 10K** per policy year.

Please confirm that these terms are acceptable with your signature and remit to us within three business days from the date of this letter.

05-Apr-2021

One Time Joining Bonus Letter

Dear Manimegalai,

Upon commencement of your employment, you will be eligible for an one time joining bonus of INR **1,00,000** and the payout of such below bonus will be as per applicable tax deductions.

Recovery Clause : The Company shall, subject to compliance with applicable Indian laws, be entitled to recover the 100% joining bonus paid to you in the event of your voluntary exit or termination from services of the Company within **24** months of date of employment.

Please note that no adjustments shall be made to the tax deducted at source by the company on account of the joining bonus paid in case of recovery. You shall be liable to initiate claims at your own cost and expense towards recovery of tax deducted at source towards joining bonus by ensuring compliance with applicable laws.

Yours sincerely,

WM Global Technology Services India Pvt. Ltd.



Sudeep Ralhan
Vice President, Human Resources

Relocation Guide – Walmart GTS India

I. Applicability

This Guide is applicable to all associates relocating at least 100 kms from their current location based on joining Walmart GTS India ("Company") or an internal job transfer between Company-related locations.

II. Details

An associate to whom the Guide is applicable may be eligible for the following benefits:-

- **Accommodation:** living space in a Company-approved hotel or guest house, at the discretion of the Company, for the associate and his or her immediate family, restricted to spouse, children and dependent parents, 2 weeks upon joining the Company and 3 weeks in case of job transfer.
- **Travel:** 2nd class AC train or economy/APEX fare air travel for the associate and their immediate family. If the associate chooses to drive a personal vehicle, mileage will be reimbursed at Rs 7.00 per km based on the shortest safe route, and limited to the equivalent value of economy class airfare for the same route.
- **Local Travel:** Reasonable taxi costs incurred from 8am to 6pm for the first 7 days from the date of arrival in the new city. These costs may only be reimbursed for travel associated with becoming acquainted with the city, available housing, school enrolment obligations, banking, and other needs associated with relocation as approved by the Company in its sole discretion.
- **Transportation of Household Goods:** The Company will cover the fees/ charges of transportation of the associate's household goods. A minimum of 3 quotes must be evaluated and the most competitively priced vendor chosen for the service. The Company will pay a maximum allowance towards the insurance premium of household goods up to Rs. 20,000 (Rupees twenty thousand) or premium on the value of household goods of no more than Rs. 8,00,000 (Rupees eight lakhs), whichever is less.
- **Note:** Associates can choose to spend more on insurance premiums but Walmart GTS will only reimburse a maximum amount of INR 20,000 towards the same and the associate will have to bear the rest.
- **Vehicle Transfer:** Company will cover the expenses for the transfer of two personal vehicles, whether a car or two wheeler, based on actual cost, through the designated transport/freight agency. The vehicles must be registered under the names of the associate, spouse or dependent parents. The Company will reimburse the registration costs of up to two vehicles required by the new state, if applicable, based on the official receipt or bill issued by the governing Regional Transport Office. Any other expenses related to the transfer of the vehicle(s) will be the associate's responsibility.
- **Brokerage for House Rentals:** If the associate chooses to use the services of a property consulting company, the Company will reimburse the associate for brokerage fees paid to the property consulting company, based on actual receipts, up to a maximum of one month's rent for the house.

III. Process

The associate must submit relocation related expense itinerary claim by logging in to [HR-Mart](#). To be processed, the claim and the attached bills and receipts will require final approval of the HR manager and the associate's reporting manager. The payment will be directly credited to the associate's bank account.

If the associate wants to delay access to the household goods to a later date after joining or moving, the associate may submit two claims, provided the second claim is made within 6 months of joining or moving.

IV. Exceptions and Associate Repayment Obligations

- Any exception to this Guide may only be made in writing by an HR manager and the Director of the business unit involved.
- All payments made by the Company under this Relocation Policy will be recoverable from the associate if the associate leaves the organization in less than 6 months from the date of hire or transfer either by voluntary resignation or termination based on ethics or integrity violations.

V. Discretion Retained: This program is implemented in the sole discretion of the Company, and it may be modified, amended, or discontinued at any time in the sole discretion of the Company.