

12-Jul-21

Ritesh Kumar Dora
S/O Rajamani Dora
Plot No- M/40, Madhusudan Nagar,
Unit-4, Bhubaneswar, Odisha - 751001

Dear Ritesh Kumar,

We are pleased to appoint you as **Finance Consultant** effective **12-Jul-21** on the following terms and conditions of **Hitachi Solutions India Pvt Ltd** (“**HSIN**” or “**Company**”).

1. COMMENCEMENT

- 1.1 In your current assignment, you shall report to **Frank Michael Mendonca** assignment and reporting relationship is subject to change at the sole discretion of the management of HSIN.
- 1.2 Your employment with the Company will commence on **12-Jul-21** and will continue until terminated in accordance with clause 8 below.
- 1.3 Your employment is made subject to the Company receiving satisfactory background verification checks, references and to your not being prohibited from working for the Company. If, the Company receives background verification check responses or references which it deems in its absolute discretion to be unsatisfactory or if the Company becomes aware of any restrictions preventing or prohibiting you from carrying out your employment, you agree that the Company will be entitled to terminate your employment forthwith without any notice to you. This will be the case whether or not you may have been allowed to commence employment before all references and information about you has been received.
- 1.4 This employment is conditional upon yourself having a valid Passport. If you do not have a valid passport as of the date of this appointment letter, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your joining. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport to HSIN, the same shall be disclosed by you openly and HSIN shall have the right to terminate your employment for cause without any compensation forthwith. It is a condition of your employment that you have a valid passport at all times, including even during your employment with HSIN.

2. DUTIES

- 2.1 You are employed as a **Finance Consultant** in which capacity you shall devote all your time, attention and skills to your duties of employment with HSIN. You shall faithfully and diligently perform such duties and exercise such powers consistent with your role or as may from time to time be assigned to you by the Company. Your Title/designation may be changed at the sole discretion of the Company depending on the work assigned to you.
- 2.2 You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you from time to time.

HITACHI SOLUTIONS INDIA PRIVATE LIMITED

CIN: U72200TN2001PTC122050

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2.3 You will be liable to be transferred in such capacity as the Company may from time to time determine to any other location, department, function, establishment or branch of the Company or to any of its subsidiary, associate or affiliate company. In such case you will be governed by the terms and conditions of service of such entity, applicable to the new assignment.

3. REMUNERATION, EXPENSES AND DEDUCTIONS

3.1 Your salary on gross cost to Company is detailed in Annexure-A herein. Flexible benefits are listed in Annexure-B. All prerequisites and benefits in your compensation shall be governed as per policy applicable to employees at your level in the Company and shall be governed by statutory guidelines and taxes as applicable. However, the structure of your compensation may be altered or modified at the sole discretion of the Company from time to time in line with the prevailing compensation policy and practices.

3.2 Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential. You are required not to discuss your compensation with anyone in the organization except with the persons authorised by the Human Resources Department and your reporting manager.

3.3 You will be enrolled in HSIN Group Medclaim Insurance Policy to be evolved in India, unless you choose to opt out. In such cases, you are required to approach Human Resources with a request to opt you out from Medical Scheme and subsequently you will not be entitled for such benefits.

3.4 By signing these terms and conditions of employment, you agree that the Company shall be entitled at any time during your employment, or in any event on termination, to deduct from your remuneration hereunder any monies due from you to the Company including but not limited to any outstanding loans, advances, relocation expenses, training costs, overpaid holiday pay, overpaid bonus payments, the cost of any damage or loss to the Company's property caused by you (and of recovering the same), fines allowed by law and any other monies owed by you to the Company.

3.5 Your salary will be reviewed periodically as per Company policy.

3.6 Changes in your compensation are subject to the discretion of the Company.

4. WORKING HOURS/LEAVE

Your working hours will be as per the Company's Working Hour policies and you will be entitled to leave and holidays in accordance with the Company's Leave policies as applicable to you from time to time, which may, subject to applicable law, be changed solely at the Company's discretion.

5. COMPLIANCE WITH COMPANY'S POLICIES

5.1 During the tenure of your employment with the Company, you shall comply with all Company policies, processes and procedures, guidelines, rules and instructions including but not limited to the Company's Business Code of Conduct, Company's Information Security Management System and such other policies as may be modified or changed by the Company from time to time. If you fail to comply with any of the said policies herein, you shall be subject to disciplinary action leading to termination.

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5.2 You shall respect and abide by HSIN's customer's security policies while visiting or interacting with the customers.

6. CONFLICT OF INTEREST

You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without obtaining prior written permission from the Company. You acknowledge that any breach of this clause by you will be a material breach of the terms of your employment.

6.1 It is your responsibility to notify the Company of any changes in your personal information within 5 working days of such change. All notices shall be considered duly and properly delivered to the address on file with the Company.

7. CONFIDENTIALITY, NON-SOLICITATION AND NON-INTERFERENCE

7.1 You hereby reaffirm your obligations under the Confidentiality, Intellectual Property and Non-Solicitation Agreement entered between you and the Company, dated **12-Jul-21**, a copy of which is annexed hereto as "Exhibit A".

8. TERMINATION OF EMPLOYMENT

8.1 Your employment maybe terminated by either party, without reasons, by giving the other in writing no less than 90 days' prior notice. The Company reserves the right to pay or recover salary in lieu of notice period at the sole discretion of the Company. Further, the Company may at its sole discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

8.2 The Company reserves the right to terminate your employment if it has reasonable grounds to believe that you are guilty of misconduct, negligence or in material breach of any of the terms of your employment and to terminate forthwith if you are convicted for any criminal offence under any applicable Law.

8.3 Unauthorized absence from duty for a continuous period of 7 days would make the Employee lose his / her employment. In such case the Employee's employment shall automatically come to an end without any notice of termination from the Company.

8.4 You will retire from the services of the Company on attaining the age of superannuation (60 years).

8.5 On termination of your employment, you must immediately return to the Company in accordance with its instructions any and all property of the Company or its customer in your possession. You must, if so required by the Company, confirm in writing that you have complied with your obligations under this clause.

9. WARRANTY AND UNDERTAKING

9.1 You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, Court Order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance

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with these Terms and Conditions of Employment. You further represent and warrant that you will not, during the course of your employment, violate any agreement, arrangement, contract or understanding you may have with a prior employer, even if such agreement, arrangement, contract or understanding does not restrict or prohibit you from fully performing the duties of your employment and agree to indemnify, defend and hold harmless the Company from and against any claim from anyone against the Company in this regard.

- 9.2 If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your employment forthwith without any notice or compensation.

10. DATA PROTECTION

- 10.1 For the purposes of the applicable Information Technology Laws and Data Protection Legislations (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) you give your consent to the Company to hold and process personal data relating to you for all purposes relating to the performance of these Terms and Conditions of Employment including, but not limited to:

- (a) administering and maintaining personnel records;
- (b) paying and reviewing salary and other remuneration and benefits;
- (c) providing and administering benefits;
- (d) undertaking performance appraisals and reviews;
- (e) maintaining sickness and other absence records;
- (f) taking decisions as to your fitness for work;
- (g) providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes,
- (h) transferring information concerning you to countries or territories outside India, including to any group companies outside India; and
- (i) the lawful monitoring of communications via the Company's systems.

11. COMMUNICATIONS

- 11.1 During the term of your employment with the Company, you are likely to have access to its communications facilities such as email, internet and telephones. The Company does not routinely monitor email or other communications made using its equipment. However, its equipment is supplied on the understanding that it will be used for its primary purpose which is as a business tool and not used, for example, inappropriately or excessively, to cause offence, to disrupt or interfere with your work for the Company, to harass or discriminate others both internally and externally, to disclose confidential information or breach the intellectual property rights of the Company or others.

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- 11.2 The Company reserves the right to monitor, use and read communications (including personal communications, or any sent through a third party site) being made on its equipment and by signing these Terms and Conditions of Employment you hereby consent to such monitoring.
- 11.3 You agree to comply with any internet, email or technology policy that the Company may from time to time introduce. Any breach of this clause or any Company policy on acceptable use may lead to action being taken against you under the Company's disciplinary procedures, which may lead to termination.
- 11.4 You accord your unconditional and irrevocable consent to the Company to retain the copy of your personal documents, details including but not limited to your address and identity proofs provided by you during the course of your employment with the Company and also after the termination / separation of your employment with the Company for whatsoever reason. The Company may provide copies of such documents and details to any of the Governmental / regulatory / other authorities as may be necessary to ensure requisite Compliance and also during any legal proceedings (if any such need arises).

To confirm your acceptance of these terms and conditions of your employment as specified herein, please sign in the space specified below and return the signed copy to HSIN.

Sincerely,

For *Hitachi Solutions India Pvt Ltd*



KRISHNAN RAMACHANDRAN
Vice President - Human Resources

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree and acknowledge that I have fully read, understood, and unconditionally accept this employment with HSIN under the terms and conditions as stated herein.

Signature: _____

Name: _____

Date: _____

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