

Ref No: 28312/240498/November 5, 2020

Date: November 5, 2020

Rishikesh Jagannath Gawade
House No.1368 B Padavewadi,
Near Railway Station,
Mirjole
Ratnagiri 415612

Dear Rishikesh,

Congratulations on your selection with **BMC Software India Private Limited** ("BMC")!

We are pleased to offer you a position of **Assoc Technical Supp Analyst II - India** and your annual fixed compensation will be **India, Rupee 1,200,000.00**.

You are also eligible to participate in the variable pay plan of BMC Software India Pvt. Ltd., subject to an annual incentive of **5%** over your fixed annual compensation. This variable incentive will be paid to you at the discretion of BMC Software India Pvt. Ltd and will be based on various factors including your individual performance, the team performance and the corporate performance. Further details of the variable pay plan shall be provided on joining.

Your appointment as communicated herein shall be confirmed upon you joining the services of BMC and is subject to your acceptance of the following terms and conditions:

1. **Date of Joining:** Your date of joining shall be on or before **November 16, 2020**. If you are unable to join by this date, please inform in writing to (OffersIndia@bmc.com) at least 7 working days prior to your scheduled date of joining, failing which, BMC reserves the right to withdraw this offer of employment.

2. **Emoluments & Benefits:** Your emoluments will be subject to such statutory and legal deductions as may be applicable from time to time, such as your contribution to provident fund, income tax deductible at source, profession tax, etc.

2.1 Retiral benefits such as Gratuity, Provident Fund and Bonus if applicable will be as per the prevailing statutory rules, regulations and laws in force from time to time.

2.2 You shall be entitled to an annual leave in accordance with the BMC's leave policy. The details of this policy may be found online at BMC's intranet HR web page.

3. **Work Location:** Your initial place of posting will be in **IND Pune**. However, your services are liable to be transferred, at the sole discretion of BMC, from one location to another in India and to any of the units/ companies in the BMC Group globally. In case of such a transfer, your services will be governed by the rules and regulations and practices applicable to the assigned department or the establishment where you are posted and will be subject to the laws of India or the country of your deputation.

4. **Confidentiality:** The Confidentiality & Intellectual Property Assignment Agreement is an integral part of this offer letter and all terms thereof are deemed to have been incorporated herein and this offer letter shall be read, understood and construed accordingly. Your signature on the offer letter signifies that you have received, read and understood the Confidentiality & Intellectual Property Assignment Agreement and agree to abide by the rules and policies stated within it.

5. **Professional Conduct Policy and Code of Ethics:** You have been provided with a copy of the BMC Professional Conduct Policy and Code of Ethics. Your signature on the offer letter signifies that you have received, read and understood the Professional Conduct Policy and Code of Ethics and agree to abide by the rules and policies stated within it including any modification and alteration thereof. You acknowledge and agree that for the purpose of security, internal coordination, statutory or regulatory compliances, including order/direction of any court of law or any other adjudicatory authority, and its business, BMC is required to transfer personal information of its employee(s) to its parent company in US and/or its other subsidiaries in different countries, and do hereby unequivocally consent to such transfer and use of your personal information in the manner required for such purpose in the interest of BMC.

BMC Confidential

Employee to Initial here _____

BMC Software India Pvt. Ltd

CIN: U72200PN2001PTC016290

Registered Office: Business Bay, Wing 1, Tower B, 9th Floor, Survey No. 103, Hissa No. 2, Airport Road, Yerwada, Pune 411-006 Tel: +91 20 40175000, Fax: +91 20 40175001

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6. Background Verification: BMC reserves the right to carry out reference verifications or background checks during the course of your employment with us, either ourselves or through third party agencies engaged by us. Such background verifications and reference checks, amongst others, would include past employment(s) and salary details, criminal records, across countries resided in or worked in etc and other details provided by you in the application form to BMC. You understand and acknowledge that this is a requirement and you shall not raise any objection whatsoever to the said background verifications and reference checks.

Further, you acknowledge and accept that BMC has made this offer of employment on the basis of bona fide statements, information and facts provided by you in your application form for employment and other documents submitted by you. During the course of your employment if it is found that any information provided by you is false, incorrect or misleading, without prejudice to all its rights and remedies, BMC shall have right to take appropriate disciplinary action against you.

7. Termination of Services:

(a) Either party, by giving a formal notice can terminate this appointment based on the notice period mentioned below:

- Individual Contributor – 30 days
- Managers – 60 days
- Directors & above levels – 90 days

BMC reserves the right to recover the un-served notice period from your monthly pay and/or Full & Final settlement.

(b) You will not be eligible for any paid time-off (PTO) during the time that you are serving notice period with BMC.

(c) In case you terminate this appointment with applicable notice pursuant to paragraph 7(a) above, BMC may, at its discretion without assigning any reason, relieve you from such date as it may deem fit even before the expiry of the notice period. In such an event no compensation shall be payable by BMC for the unexpired period of notice.

(d) Upon termination of your employment, you will immediately surrender to BMC, all intellectual property stored in the form of hard, soft or in any other form and any other knowledge data bases or compilations of BMC confidential or proprietary information in any form entrusted to you in the course of your employment. You will also surrender any physical property that belongs to BMC and is in your possession.

(e) Upon termination of your employment, any amount owed by you shall, at BMC's discretion, be deducted from any monies payable by BMC to you, including any salary, wages, bonuses, vacation pay, severance, commission, variable pay or expense pay payable to you. Any excess of such amounts owing to BMC shall be repaid by you within thirty (30) days from your disassociation with BMC. BMC reserves the right to recover from you any and all costs and attorney's fees which are incurred by BMC for recovery of such amounts.

8. During the course of employment with BMC you would not engage in any other employment / consultancy services of any kind without explicit and stated approval from the BMC management.

9. Both during your employment and for twelve (12) months after your employment with BMC ceases, you will not directly or indirectly solicit any of BMC's employees or key employees of any of BMC's customers for employment with a person or entity involved in marketing products or services competitive with BMC. Key employees include without limitation supervisory personnel, executives, personnel in charge of any department, section or subdivision and project managers (or directors) and senior personnel on any individual project or projects.

In the event of a breach or apprehended breach of the terms of this clause, BMC shall reserve a right to take appropriate legal action against you.

10. You agree to submit to BMC within a period of two weeks from your date of joining, copies of the relieving letter and the statement of full and final settlement of your dues issued by your earlier employer, if the same have not been submitted so far. You also agree to keep BMC and its Affiliates indemnified at all times whether during your employment or thereafter against all costs, damages or losses that may be incurred by BMC or its Affiliates, directly or indirectly, as a consequence of any action taken by your previous employer or employees, associates or clients of previous employer against you for any reason whatsoever.

We are pleased to have you as a member of BMC and we look forward to working with you. We hope you will find BMC a great place to work.

To confirm your acceptance of this offer and the terms set out within these documents, please review, and provide your response online via the link mentioned in the offer email. You would be required to sign the BMC Confidentiality & Intellectual Property Assignment Agreement upon joining. BMC reserves the right to withdraw this offer of employment if the offer is not accepted within five (5) working days from the date of this letter.

Should you have any queries or require any clarification of any points, please do not hesitate to contact us at OffersIndia@bmc.com

Thanking you.

Yours sincerely,

For **BMC Software India Pvt. Ltd.**

**SHASHANK
BHUSHAN**

Digitally signed by
SHASHANK
BHUSHAN
Date: 2020.11.05
15:16:39 +05'30'

Vice President - HR

(This letter is signed using a Digital Signature Certificate and is affixed above)

Enclosures :

- Compensation & Break-up sheet
- Confidentiality and Intellectual Property Assignment Agreement for BMC Software Employees
- BMC Software Professional Conduct Policy and Code of Ethics and Data Privacy Binding Corporate Rules



BMC Software India Pvt Limited. - Strictly Confidential (for your consumption only)

Compensation & Benefit Break-up Sheet

Name :	Rishikesh Jagannath Gawade				
Job Title:	Assoc Technical Supp Analyst II - India				
Location :	Pune				
Fixed Pay components	Per Month	Per Annum	Details		
Basic Salary	INR 27,000	INR 324,000	27% of fixed compensation		
House Rent Allowance (HRA)	INR 10,800	INR 162,000	40% of basic salary		
Provident Fund (Employer's contribution)	INR 3,240	INR 38,880	12% of basic salary		
Flexi-basket & or Personal Pay **	INR 58,960	INR 707,520	Balancing figure		
(A) Gross Fixed Compensation	INR 100,000	INR 12,00,000			
(B) Global Incentive Compensation Plan (GICP)		5.0%	of fixed compensation (per annum)		
Paid annually based on Individual, Business Unit and Company Performance. The payout range is 0-200% of eligibility					
(C) Loyalty & Retention Plan	Annual payouts based on date of joining and the plan guidelines				
Tenure (Completed Years Of Service)	Bonus - % Of Annual Fixed Compensation as on 31st March every year				
Tenure	Rating				
	O	E+	E	E-	N
5+ Years	22%	17%	13%	5%	0%
3 - 4 Years	19%	15%	11%	5%	0%
1 - 2 Years	15%	11%	7%	5%	0%
(D) Other Benefits					
<ol style="list-style-type: none">1. Gratuity payable after completion of 4 years & 190 days of continuous service2. Education Assistance Plan with annual eligibility of 7.5% of fixed compensation as on 31 March of the immediate preceding financial year3. Group Term Life Insurance cover of 2 times of annual fixed compensation (with Min of 15 lacs and Max of 2 Crores)4. Group Mediclaim Insurance of INR 400,000 Family floater policy that covers Self plus 5 family members. This also includes a maternity benefit of upto INR 75,000 for self/spouse.5. Group Personal Accident Insurance upto 3 times of annual fixed compensation (with Min of 15 lacs)6. Gymnasium Reimbursements upto INR 4,000 per annum7. Free Concierge Help Desk to drop your personal bills, book for a journey (road, rail & air tickets), etc.8. Additional Shift Allowance applicable only to employees working in shifts <p>** Flexi-basket enables employees to claim tax-benefits and allocate chosen amounts for their LTA, Meal Vouchers, Children Education Allowance, National Pension Scheme and Telephone Reimbursements as per the company guidelines</p>					

Signature: 
RishikeshGawade@Nov5,202016:55GMT+5.5+

Email: rishigawadecool@gmail.com