

February 14, 2022

Ajay Ramnath Terdalker,
House number: 775,
Near Indradhanush Appartment,
Joaquim road, Borda, Margao,
Pin:403601, South Goa.

APPOINTMENT LETTER

Dear Ajay Ramnath Terdalker,

1. Pursuant to your acceptance of our offer letter/email dated **January 20, 2022**, we have great pleasure to welcome you into the fold of GARMIN family as **GIS Engineer 1**
2. The terms and conditions of your employment with GARMIN Technologies Private Limited ("**Company**"), which form the basis of our mutual relationship, which we feel confident will be mutually beneficial and long lasting, are contained in subsequent paragraphs.

3. **Commencement and Reporting:**

Your appointment takes effect from **February 3, 2022**. You shall report to the **Team Leader - Carto** and are required to follow directions given by the person occupying that position.

4. **Duties and Responsibilities:**

- 4.1 Your duties and responsibilities are set out within job description attached herewith in the **Annexure 1**. You may be required to perform other duties as required by the Company from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.
- 4.2 Your initial place of work will be [Hyderabad] however, depending on business needs, the Company may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Company or of its affiliates.
- 4.3 The Company has a right to assign, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Company or to any group companies in which the Company may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Company existing at that time.
- 4.4 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion.
- 4.5 You shall be medically fit to perform the duties assigned to you. You may be required by the Company to undergo a medical assessment from time to time to determine whether you are medically fit.
- 4.6 You shall not make any false, defamatory or disparaging statements about the Company, its employees, officers or directors.
- 4.7 You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be

disclosed to the Company.

4.8 From time to time, the Company may require you to undergo specialised training, whether onsite or offsite, in order to enhance your skills and capabilities. Such training is also likely to enhance your career prospects. As a result, and as a condition of our offer, the Company may require you to sign a training bond and provide a commitment to work and remain in the Company's employment for a minimum term as provided in the training bond, failing which you shall be liable to reimburse the training expenses and pay liquidated damages to the Company.

5. Salary and Other Benefits:

5.1 Your salary structure is shown at **Annexure 2** to this letter.

5.2 Other benefits authorized to you include reimbursement of business related expenditure incurred by you in the course of discharge of your assigned duties and functions, as allowable to employees of your grade and designation, in accordance with the Company policies on the subject.

5.3 The Company provides for maternity benefits to eligible employees in accordance with the Maternity Benefit Act, 1961 (if applicable). Please refer to the Company policies for further information in this regard.

6. **Probation / Confirmation:** You will be on training / or probation for a period of **six months** from the date of joining. Upon satisfactory completion of this period, you will be confirmed in the regular cadre of the Company. After completion of probation period, till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. That during the period of training / or probation, the Company may terminate your services without assigning any reasons with a minimum **one month** notice or salary in lieu thereof.

7. **Commitments:** It should be clear to you that there are no other commitments made by the Company in terms of your compensation or otherwise, other than what is mentioned in the appointment letter.

8. **Income Tax Liability:** The income tax liability with regards to your salary and perks will be your liability and will be governed by the tax laws of the country as applicable from time to time.

9. **Service Rules and Regulations, Company Policies:** During your employment with the Company, you will be governed by the service rules, regulations and policies of the Company in force or as introduced or amended from time to time. You will also be governed by the Company's policies and rules regarding Leave, Provident Fund, Bonus and ESI / Medical Reimbursement, Leave Travel Assistance, Misconduct and other matters. Rules and Regulations of the Company are available in the office of the undersigned.

10. **Compliance with Laws:** Your employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

11. **Professional Ethics:** You are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If you are found guilty, at any point of time of moral turpitude or of dishonesty in dealing with the Company's money or material or documents or of theft or of

misappropriation, regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

12. **Safe Custody of Company Material:** You will be responsible for the **safe keeping and good condition and order of all the Company property entrusted to your care and charge**. The Company reserves the right to deduct the cost of such articles from your dues, or take such actions as may be deemed proper, in the event of failure to account for such property, to our satisfaction.
13. **Confidentiality of Information:** You shall not during and after termination of your employment with the Company divulge any information regarding confidential data, reports, technology, expertise, R&D activities or any business plans to any one or any other Confidential Information (as defined below), as this would impair the competitive position of the Company. If it is established that the above said information is passed on in any manner to anyone (unauthorized person in the premises or outside the premises) during the employment, the Company would be free to terminate your services without assigning any reason and without any compensation thereof as also would be free to recover damages from you, if any.

You shall not during and after termination of your employment with the Company, give out, publish, disclose, disseminate or divulge to any person or entity, by word of mouth or otherwise, the 'Proprietary and Confidential Information' of the Company and or its clients/customers, that shall include but not limited to, all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, product details, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters etc. which is communicated to you or acquired by you or which may have come to your knowledge by virtue of being an employee of the Company, and might be of a nature not generally known to others operating in the Company's area of business. You acknowledge that the Company has explained that such Proprietary and Confidential Information is the valuable property of the Company and/or their customers and is critical to the business of the Company. Further, you shall not at any time, whether during or after the period of employment with the Company, use such Proprietary or Confidential Information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other than the Company.

You shall return to the Company or to its nominees, Proprietary and Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Proprietary and Confidential Information which is in your possession, power and control as and when called upon by the Company and upon termination, not later than the date of termination of employment or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Proprietary and Confidential Information.

14. **Confidentiality of Salary Information:**

- 14.1 Your salary package is based on, besides your overall experience level in the IT Industry, your educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to you is peculiar and personal to you. Any comparison of the same with the salary packages of other employees, based purely on the total experience level in the Industry, may be unrealistic, misleading and invidious.
- 14.2 You are required to strictly maintain the secrecy of and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration / terms of employment, to any other employee of the Company except to your immediate superior / Head of the HR Dept. of the Company.

- 14.3 In the similar way, when deputed to work / interact at the client site, you are expected to maintain full confidentiality regarding your salary packages and are expected not to discuss or disclose the

same to any member of the client staff, in the interest of maintaining and promoting good and ethical functional business relations with our clients.

15. **Whole Time Employment:** You are required not to engage yourself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly, or simultaneously, as long as you are employed with the Company or engage yourself directly or indirectly, in any other profitable business connected with the dealings or activities of the Company in any way. Any action to the contrary would render your services liable for termination, notwithstanding any other conditions in the appointment letter.
16. **Indemnification:** You shall indemnify and hold the Company harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Company, agents, principals or its employees or representatives which constitutes a breach of the term of your employment or negligent performance of your duties as expected from you while in employment of the Company.
17. **Inventions / Innovations Rights:**
- 17.1 The Company reserves its right on any innovations / inventions / discoveries / products made / developed during your employment with the Company and you should not make any claims on the said innovations / discoveries, etc.
- 17.2 You acknowledge the Company's proprietorship and sole ownership over all intellectual property i.e. any invention, product, process, know-how, formula, design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the term of your employment with the Company, related to any business of the Company.
- 17.3 You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. trade secret, data base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to the Company free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if the Company does not exercise the rights under the assignment within a period of 1 year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law. You hereby undertake that no future claims, actions or demands will lie in respect of such waived rights pertaining to the intellectual property which may not be assignable or transferable in law.
- 17.4 You represent and warrant that you will not use or integrate any third-party materials or data that are not validly licensed to the Company in the intellectual property that you generate. You further represent and warrant that you have not violated the intellectual property rights of any third party, and that you shall not violate the intellectual property rights of any third party in the course of your employment with Company. Provided that, in the event the Company is held liable for your violation of any intellectual property rights, you undertake to indemnify the Company or affiliate as the case may be, against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.
- 17.5 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any intellectual property rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorney to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of intellectual property rights with the same force and effect as if executed and

delivered by you. The Company reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.

17.6 You acknowledge the Company's proprietorship and sole ownership over all intellectual property i.e. any invention, product, process, know-how, formula, design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the term of your employment with the Company, related to any business of the Company.

17.7 You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. trade secret, data base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to the Company free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if the Company does not exercise the rights under the assignment within a period of 1 year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law. You hereby undertake that no future claims, actions or demands will lie in respect of such waived rights pertaining to the intellectual property which may not be assignable or transferable in law.

17.8 You represent and warrant that you will not use or integrate any third-party materials or data that are not validly licensed to the Company in the intellectual property that you generate. You further represent and warrant that you have not violated the intellectual property rights of any third party, and that you shall not violate the intellectual property rights of any third party in the course of your employment with Company.

18. Non-Competition & Non-Solicitation

18.1 You hereby agree and undertake that during the term of the employment with the Company and for a period of 12 months following the date on which your employment with the Company is terminated for any reason whatsoever, you shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

18.1.1 Solicit and/or attempt to solicit employment of or advise any of the Company's existing employees or any person who was employed by the Company within six (6) months prior to such solicitation or any person or organization providing services to or through Company and/or its affiliates to terminate his or her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization.

18.1.2 Contact and/or attempt to contact any of the existing or prospective clients (i.e. any person or organization with whom the Company and/or its affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its affiliates to entice such clients away from the Company and/or its affiliates or to damage in any way their business relationship with the Company and/or its affiliates or for the provision of substantially the same services provided to such clients by the Company and/or its affiliates.

18.1.3 Solicit and/or attempt to solicit or undertake employment with any client of the Company and/or its affiliates or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Company.

19. Termination:

19.1 On completion of the probation period and confirmation in writing, either party, by giving **2 (two) months'** notice, may either terminate the services or resign from the services (as the case may be) of the Company. Alternatively, the Company may terminate your employment with immediate effect, upon giving salary in lieu of notice or pro-rated salary for the balance notice period in case you have been permitted to work during the notice period. In case you have given a notice to resign from services, you are expected and required to diligently serve the entire notice period. However, in such a resignation situation, the Company may, at its sole discretion, without being obligated to do so, (i) require you to leave service at any time during the notice period without any payment for the balance unexpired portion of the notice period or (ii) upon your request allow you to leave service during the notice period only upon you making payment to the Company in the form of damages for breach, the amount equivalent to your salary for the balance unexpired portion of the notice period.

19.2 Notwithstanding the provisions of Clause 18.1 or anything else to the contrary, the Company may terminate your employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons:

- a. fraudulent, dishonest or undisciplined conduct on your part;
- b. you are found to have wilfully suppressed material information or misrepresented or provided false information at the time of interview, appointment or during the course of employment;
- c. your breach of integrity, embezzlement, misappropriation, misuse or causing damage to the Company's property;
- d. your failure to comply with the directions given to you by your manager or any other authorised person;
- e. your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of the Company;
- f. your breach of the terms or conditions of this Agreement or the Company's policies or other directions of the Company;
- g. you are abetting a strike in contravention of any law for the time being in force;
- h. your unauthorised absence for a continuous period of 10 days from work (including due to unapproved overstay of leave/ training);
- i. insubordination or negligence of duty on your part;
- j. you are conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients;
- k. any misconduct on your part as provided under labour laws or Company policies.

20. **Veracity of Information Provided:** You have been engaged on the presumption that the particulars furnished by you in your resume or testimonials handed over by you are correct. In case the said particulars are found to be incorrect or that you have concealed or withheld some other relevant facts, your appointment with the Company shall stand terminated / canceled without any notice.

21. **Retirement:** You will retire from the services of the company on attaining the age of retirement as determined by the company policy, unless and other wise extended by the company

22. **Sensitive Personal Data or Information:** The Company may, in connection with your employment collect sensitive personal data or information ("**SPDI**") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood the Company's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent

necessary for the purposes for which it was disclosed to you.

23. **Governing Law and Jurisdiction:** Your employment with the Company shall be governed and construed in accordance with the laws of India. Any dispute that may arise with respect to your employment or its terms shall be submitted for resolution by a sole arbitrator appointed as per the rules of the Mumbai Centre for International Arbitration ("MCIA"). The arbitration shall be governed by the MCIA Rules and the Indian Arbitration & Conciliation Act, 1996. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be Hyderabad. You agree to sign such further documents as required by the Company for the purposes of resolving any dispute by way of arbitration.

24. **Representations:** You hereby represent to the Company that:

- a. you are legally permitted to reside and be employed in India;
- b. you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c. you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d. you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e. you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- f. these terms and conditions are in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- g. you have all requisite power and authority, and do not require the consent of any third party to accept our offer; and
- h. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate.

Please sign **the duplicate copy** of this appointment letter and return to us as your acceptance of the appointment and terms / conditions contained herein.

Thanks & regards,
For Garmin Technologies Pvt Ltd


P. Nanditha Reddy
Manager - HR



I accept the above terms and conditions of service with GARMIN Technologies Private Limited.

Signature: _____

Date: _____

Annexure 1**Job description****Position Title: GIS Engineer 1****POSITION SUMMARY:**

Responsible for the attribution, processing and maintenance of cartographic data. Participate in the evaluation of map data and execution of Quality Assurance processes on maps produced for use in Garmin products.

QUALIFICATIONS:

- Bachelor's Degree in cartography or geography from a college or university.

ESSENTIAL FUNCTIONS:

- Must possess a basic working knowledge and understanding of digital cartographic principles relevant to Garmin's business needs.
- Proficient computer skills - familiarity with PC applications and Windows Operating System (OS).
- Must be detail-oriented and have the ability to work proactively and effectively with minimal supervision.
- Ability to prioritize and multi-task in a flexible, fast paced and challenging environment.
- Ability to work and thrive in a technical environment.
- Fundamental understanding of Garmin's Cartography development process.
- Ability to work in a collaborative team environment to achieve goals.
- Ability to use production tools.
- Willing and able to share ideas freely and positively.
- Understand the importance of thoroughly documenting work in an organized manner.
- Maintains focus on continuous improvement.
- Demonstrates ability to complete well defined basic tasks.
- Identifies and resolves basic issues/risks using proper cartographic techniques.
- Learns, understands and applies established processes to daily tasks.
- Work is closely supervised by Team Lead or mentor.
- Follows specific, detailed instructions.
- Good interpersonal and technical communication skills.

DUTIES AND RESPONSIBILITIES

- Entry level contributor and growing professional.
- Executes tasks as directed by Team Lead or mentor.
- Edit, manipulate and maintain geographic data using custom and 3rd party software.
- Ensure the application of appropriate cartographic specifications to the data.
- Help evaluate and process database updates according to established methodology.
- Conduct testing and evaluation of Garmin cartography products.
- Perform established operations for quality assurance.
- Function both as a team member and as an independent professional.
- Perform other job-related duties as assigned.

Annexure 2

Annual Gross Compensation of Mr. Ajay Ramnath Terdalkar, GT988

| Particulars | CTC Monthly | CTC Yearly |
|-----------------------|---------------|-----------------|
| BASIC | 11,500 | 1,38,000 |
| HRA | 4,600 | 55,200 |
| Special Allowance | 5,310 | 63,720 |
| PF Contribution (Co.) | 1,800 | 21,600 |
| Diwali Bonus | 1,790 | 21,480 |
| Total CTC | 25,000 | 3,00,000 |

- A discretionary Diwali Bonus may be paid as loyalty bonus to an employee who is actively employed (not on notice period) with GARMIN Technologies on that day. Please note that Diwali Bonus is not a part of final settlement when the employee leaves the Company.

- Statutory bonus shall be payable to eligible employees as per the Payment of Bonus Act, 1965.

Apart from the above you shall be entitled to:

- Canteen facility as per Company norms.
- Medical insurance to self and family members including parents and dependants up to maximum of five personnel (for those who are not covered under ESI plan) as per Company norms.
- Gratuity shall be payable to eligible employees as per the Payment of Gratuity Act, 1972

Thanks & regards,
For Garmin Technologies Pvt Ltd

P. Nanditha Reddy

P. Nanditha Reddy
Manager - HR



Signature: _____

Date: _____