



Hitachi Vantara Pte Limited
300 Beach Road
#19-01/07 The Concourse
Singapore 199555

PRIVATE & CONFIDENTIAL

22 May 2023

Moori Ashok Kumar Reddy
IC number: S7863695E
Singapore

Dear Moori Ashok Kumar Reddy,

Employment Offer with Hitachi Vantara Pte Limited

This letter sets forth the terms and conditions of your employment at Hitachi Vantara Pte Limited ("Hitachi").

Your employment is also contingent upon verification to Hitachi's satisfaction of the background and educational information you have supplied on your employment application as well as your agreement to sign and/or abide by Hitachi's rules of conduct, other employee-related agreements, and any applicable handbook, Hitachi's policies relevant to you, including the Corporate Ethics Policy. These documents will be presented during your orientation or, if requested, they will be available to you in advance.

EXTERNAL JOB TITLE:

Technical Consultant - Specialist

INTERNAL JOB TITLE:

Technical Consultant - Specialist P40

BASED IN:

Singapore

Travel outside of Singapore may be required as part of your role.

START DATE:

26 June 2023

SALARY:

Your annual basic salary will be SGD109,000.00 to be paid in 12 months. Hitachi Vantara may deduct from your salary any sums owed by you to Hitachi Vantara. Salary period is by calendar month.

BONUS:

Your targeted bonus component (Target Variable Pay) will be SGD 27,250.00 per annum.

The targeted bonus component as identified above is a target amount and is not guaranteed by Hitachi Vantara as the actual amount to be paid. The bonus is discretionary and the actual amount payable will be calculated in accordance with the pre-defined targets set out in the Hitachi Vantara Sales Bonus Plan. A copy of the Hitachi Vantara Sales Bonus Plan document is available on request.

CENTRAL PROVIDENT FUND:

Under the new amendment of Central Provident Fund ("CPF") Act, if you are neither a Singapore Permanent Resident ('PR') nor Singapore Citizen upon joining Hitachi, you and the Company are exempted from making a CPF contribution. In the event when you obtain Singapore PR status or if you are already Singapore PR or Singapore Citizen, the manner of the contribution rate will be in accordance with the quantum set by CPF. All payments are subject to applicable tax deduction at source.

TAX:

You are responsible for paying your Singapore income tax.

PROBATIONARY PERIOD:

The first three (3) months of employment are considered a probationary period during which each party can evaluate whether the right employment decision has been made. At the conclusion of this probationary period, either party can terminate this contract with no penalty. Termination of this contract during the 3-month probationary period can take place by either party giving (1) week notice to the other party. Hitachi may, at its discretion, extend the probationary period for such period of months as it thinks appropriate.

HOURS OF WORK:

The contracted working hours is 40 hours per week. To support balance between work and life to employee, the normal working hours are 9:00AM to 6:00PM Monday through to Friday with one (1) hour for lunch. Depending on workload and business requirements at any given time, you may be required to work outside of these stated hours and you acknowledge that you will not receive further remuneration in respect of these additional hours unless otherwise approved by Hitachi.

Hitachi reserves the right to alter the above working hours or prescribe special working hours for any individual employee or group of employees.

TRAINING:

To enable you to perform your role, Hitachi may provide you with training as required. It is possible that training may be held in a location other than your stated location. If such a situation arises you will need to be prepared to undertake the necessary travel. It is your responsibility to identify training needs to maintain skill relevance and in doing so, discuss these needs with your Direct Manager to seek approval prior to committing to any external or internal training.

ANNUAL LEAVE:

In addition to all statutory and public holidays under Singapore law, you will be entitled to 15 days annual leave per year. Requests for annual leave must be discussed with and approved by your Direct Manager prior to the leave being taken.

The leave year currently runs from 1st April to 31st March. You may carry over a maximum of one year's annual leave entitlement to the next leave year. Annual leave which is accrued but unused will be paid out upon termination, subject to applicable legal requirements. The Hitachi policy on leave entitlement applies to you.

BENEFITS:

Subject to meeting any eligibility criteria set by Hitachi, you and your eligible dependents will be eligible to participate in the standard health and insurance benefits provided by Hitachi. Hitachi reserves the right to determine which of your family members are entitled to this benefit.

Hitachi may also vary the terms of any of the benefits and/or schemes provided to you from time to time and may withdraw such schemes without providing a replacement.

SICKNESS:

You are entitled to paid sick leave as provided by the Employment Act. Hitachi reserves the right to change its sick leave policy from time to time. You must provide a medical certificate from a medical practitioner or registered dentist for each paid sickness day immediately on return to work. You must ensure that all sick leave taken are recorded in Hitachi's leave application system.

You shall submit yourself to a medical examination by a doctor appointed by Hitachi at the request of and at the expense of Hitachi, at any time during your employment with Hitachi. You hereby authorise Hitachi to have access to any report or reports prepared as a result of any such examination.

EXPENSES:

Expenses directly incurred as part of conducting Hitachi business will be reimbursed provided that you follow Hitachi then-prevailing Travel & Expense Policy. This applies to travel expenses other than travel undertaken to and from your home to your place of work.

TERMINATION:

This contract is terminable, without reasons, by either party giving 1 week prior written notice or payment in lieu of your notice during the probationary period and 1 month prior written notice or payment in lieu of your notice after the completion of the probation. Unauthorized absence from duty for a continuous period of more than 2 days would make the Employee lose his / her employment. Upon termination, you shall immediately return all Hitachi property, including but not limited in documents, security passes and computing equipment. If you are an employment pass holder, you will bear your own repatriation cost at the end of your employment with Hitachi.

RESTRICTIVE COVENANTS:

You warrant that you do not have in your possession and will not bring to Hitachi any unauthorised confidential information or intellectual property of any company during your term of employment with Hitachi. You agree to indemnify Hitachi for any direct or indirect costs and/or liability for your breach of this warranty.

You shall not (either solely or jointly with any other person, firm or company and whether directly or indirectly) carry on or be engaged in or interested in any other business during the period of your employment with Hitachi.

As a condition of this employment offer you must agree to disclose any restrictive employment agreements you may have entered into with a previous employer. Any such agreement(s) will need to be reviewed by Hitachi, before Hitachi will accept your agreement to this offer of employment.

INTELLECTUAL PROPERTY:

Copyright or other intellectual property may subsist in the work generated by you as part of your employment. Any such intellectual property rights shall vest absolutely in Hitachi, and you undertake to execute any necessary documents, and do whatever else may be necessary to secure those rights, even after your employment has ended, including a deed of assignment of any intellectual property in the form provided by Hitachi.

CONFIDENTIALITY:

You shall keep strictly confidential, and shall not disclose, use, divulge, publish or otherwise reveal, directly or through any third party (including without limitation Hitachi), any confidential or proprietary information of Hitachi or any of its group companies, that was disclosed or received pursuant to this agreement or other prior agreements between you and Hitachi, the negotiations in connection therewith or any of the transactions contemplated thereby, or by reason of the performance by you of your obligations hereunder, or your involvement in the activities of Hitachi, including, but not limited to, documents and/or information regarding customers, costs, profits, markets, sales, products, product development, key personnel, pricing policies, operational methods, technology, know-how, technical processes, formulae or plans for future development except as may be necessary in connection with filings with governmental agencies as required under the applicable laws.

Provided, however, that you shall not make any disclosures before providing Hitachi with a reasonable opportunity to seek a protective order. If this agreement is terminated, you shall return to Hitachi all documents relating to any confidential information of Hitachi, which you may have under your control.

Notwithstanding the foregoing, confidential information of Hitachi, or its group companies, if any, shall not include (a) information that was already known to you at the time of the receipt, (b) information that is or becomes freely and generally available to the public through no wrongful act of yours, (c) information that is rightly received by you from a third party legally entitled to disclose such information free from confidentiality restrictions, or (d) information disclosed in connection with legal action initiated by a party to enforce its rights, provided that adequate safeguards are maintained.

PRIVACY:

Hitachi's policy in relation to the use of your private information as an employee is contained in the enclosed Global Consent Form. In signing this employment contract, you acknowledge that you have read the terms of that policy and agree to them. Hitachi may amend or add to those terms from time to time and will notify you of such variations accordingly.

You will also ensure that you do not cause Hitachi to be in breach of any privacy policy that it may publish in relation to customer or partner information practices or any applicable privacy law.

ETHICAL STANDARD AND BEHAVIOR:

As an employee of Hitachi, you are entrusted with the primary responsibility for sound business conduct and compliance with our Corporate Ethics Policy. It is your responsibility to carefully read the Corporate Ethics Policy and ensure you understand and comply with it at all times.

A copy of the Hitachi Vantara Corporate Ethics Policy is provided with this letter. By signing the letter, you acknowledge you have received a copy of the policy which applies to your employment with Hitachi.

GOVERNING LAW:

This agreement shall be governed by the laws of Singapore irrespective of conflict of law provisions, and the courts at Singapore shall have the sole and exclusive jurisdiction to decide any disputes hereunder.

EMPLOYEE AGREEMENT:

Hitachi policy requires all employees to read this letter, which has been delivered to you. Please read this document carefully and return one (1) signed copy to Hitachi confirming your acceptance of the terms of this letter.

Please also find enclosed Hitachi Confidentiality Agreement. Upon reading this document thoroughly please return a signed copy with your signed Letter of Employment.

GENERAL:

This letter represents the complete employment arrangement and undertaking, and supersedes all previous or pre-contractual statements, discussions, correspondence, negotiations, arrangements, understandings and agreements, between you and Hitachi. The rights of Hitachi under this Agreement are without prejudice to any other rights it may have at law and any delay by Hitachi in exercising its rights shall not constitute a waiver thereof.

Hitachi reserves the right to make reasonable changes to any of your terms of employment in this letter and you will be notified in writing of any change as soon as possible. Your duties include those applicable to you as further described in the Hitachi Global Job Inventory, based on your internal title and level stated above. You may be required to undertake other duties and responsibilities from time to time as reasonably required or in connection with your employment. Depending on Hitachi's organizational structure and changes thereto from time to time, you may be transferred or reassigned to a different manager, team, department, function, branch, subsidiary or affiliated company of Hitachi.

If any term or provision in this letter shall be held to be illegal, or unenforceable, in whole or in part, under any enactment or rule of law: (a) such term or provision or part shall to that extent be deemed replaced by such valid and enforceable term or provision whose contents are as close as permissible to the illegal or unenforceable term or provision so as to carry out the original intent of the parties as to the point or points in question; and (b) the validity and enforceability of the remainder of this letter shall not be affected.

Rights and obligations in this letter (including those on confidentiality and intellectual property rights) which by their nature should survive the termination of your employment will remain in effect after such termination. Hitachi's rights and benefits shall be transferable, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, or against, its successors and assigns.

We are confident that you will find working with Hitachi to be a rewarding experience both professionally and personally. Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,



Reenus Haris
Senior Manager, Human Capital Management

Acceptance of Employment Offer



Moori Ashok Kumar Reddy

5/23/2023

Date