

August 7, 2017

**Sajan Kumar Choudhary**  
Bangalore

Dear Sajan,

Welcome to Micro Focus Software India Private Limited.

You will find enclosed details of our employment offer to you. We hope that your interaction so far with us has been pleasant and that you will find our overall value proposition compelling.

Shashank V J will be your Primary Contact to help make the transition from your present organization to Micro Focus India smoother. Shashank V J will get in touch with you soon and will endeavor to provide you more information about Micro Focus India and its activities. Shashank V J can also provide more information on the role that you will be expected to take up when you join us. You may also get in touch with Shashank V J at our office here (Extn no. 080-40022115).

Please do not hesitate to reach us to seek any clarifications with regard to this offer of appointment. You may get in touch with Akbar Khalidi Syed (Extn no. 080-40022197) in this regard.

We believe Micro Focus's success directly depends on the quality of its people. We endeavor to provide all employees with a stimulating, rewarding environment in which they can maximize their potential.

We look forward to your joining the Micro Focus India family soon.

Best regards,



**Manoj E G**  
Head – Human Resources

August 7, 2017

**Sajan Kumar Choudhary**  
**Bangalore**

Dear Sajan,

Welcome to Micro Focus Software India Private Limited.

We are pleased to offer you an employment with Micro Focus Software India Private Limited ('Micro Focus India' for short) at Bangalore as **Associate Software Engineer** on the following terms and conditions:

1. Your Cost to Company will be **Rs. 763,747/-** (Rupees Seven lakhs sixty three thousand seven hundred and forty seven only) the breakup of which is provided in Annexure I. Please note that the Income Tax liability of this compensation is to be considered in the light of the tax laws prevailing at the relevant time.
2. You are expected to report to work on **August 10, 2017**.
3. You will be on probation for a period of six months immediately following your date of joining. Confirmation in the service will be subject to satisfactory performance during the probation period. You will continue on probation until such time till you receive the letter of confirmation.
4. The office hours are subject to change at the management's discretion. We attach considerable significance to the strict adherence of these timings and to regular attendance.
5. You are liable to be transferred by the company in such capacity as the company may from time to time determine, from one location to another, oneshift to another, one project to another, on the exigencies of business and company's needs. You are eligible to bid for a job in International location of Micro Focus after a minimum of two years of service at Micro Focus India. The selection is based on meeting all the requirement of the job as published by the hiring department in a specific country.
6. It is a condition of employment that you can be transferred by the company anywhere in India or abroad to any of the subsidiary joint venture, associate, sister company etc., as per needs. Such transfers will not create any right in you to ask for revision in your compensation or other terms and conditions of employment.
7. Although you have been engaged for a specific position, Micro Focus India reserves the rights to determine the type and range of work you may be subsequently called upon to perform.
8. This appointment is directed towards developing a career for you at Micro Focus India. However, employment at Micro Focus India will always entail the conditions of satisfactory employee performance and satisfactory market conditions for the company's product and services.
9. Currently, the retirement age is 60 years at Micro Focus India.



10. You will maintain confidence and will not disclose or use, either during or after the term of your employment without prior written consents of the company, any proprietary or confidential information or know-how belonging to the Company ("Proprietary Information"), whether or not it is in written or permanent form except to the extent required to perform duties on behalf of the company in your capacity as an employee. Such proprietary information includes, but is not limited to; technical and business information relating to the Company's inventions or products, research and development production processes, manufacturing and engineering processes, machines and equipment, finances, customers, marketing and production and future business plans.
11. You will also maintain in confidence the secrets of parent company or associated companies and business associates and will not divulge any matters or things relating to their business or interests to any unauthorized person or utilize any secrets or confidential information or knowledge acquired in consequence of your service hereunder to the detriment or prejudice of the parent or associated company/s and business associates.
12. You shall also keep the secrets of the Company, firm or person with whom the Company or its parents or associated Companies and business associates may at any time during the period be in commercial or technical co-operation or association and you are expressly bound during the period of your employment with the Company and at all times as after the termination thereof not to divulge any matter or things relating to interests of the business of any such a Company, firm or person to any unauthorized person or to utilize any secret or confidential knowledge or information acquired in consequence of your service hereunder to the detriment or prejudice of any such a Company, firm or person.
13. If at any time during your service under this appointment letter, you either yourselves or jointly with any other person/s invent, discover or devise any invention/s or develop any software relating to or capable of being worked in connection with any trade or business which the Company or any of its principals or associates or any sister companies is or are authorized to carry on:

Such invention/s and intellectual properties shall to the extent of your right, titles and interests therein and thereto be deemed to belong to the Company absolutely and beneficially and you shall be required to co-operate with the Company in making use of such invention/s and intellectual properties for the purpose of Company's business.
14. You will abide by all other rules and regulations of the Company as shall be in force from time to time
15. All the information provided in this letter including your pay package and any other related benefits are communicated to you in confidence and you are expected to guard the Confidentiality of the same. Any violation of confidentiality of the same will amount to a breach of your obligations under the Micro Focus Code of Business Conduct and Ethics.
16. During probation, 1 month (30 days) prior written notice by the party desirous of terminating this employment agreement is applicable. Once confirmed in services, either party shall be free to terminate this employment agreement at will and, at any time, with or without cause, upon 2 month's (60 days) prior written notice by the party desirous of terminating this employment agreement. Micro Focus India reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior

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to the expiry of the notice period. However, if the management desires the employee to continue the employment during the notice period, the employee shall do so.

If you wish to avail leave during the notice period, your notice period will get extended in proportion to the number of leaves availed during the notice period.

Notwithstanding the foregoing, you will not be entitled to notice or termination compensation if your employment is terminated on the grounds of willful neglect, breach of trust, or any other serious derelictions of duty which prejudicial to the interests of Micro Focus India, or if any declaration given or information furnished by you to Micro Focus India proves to be false or you are found to have willfully suppressed any material information from Micro Focus India. In short, in such a case the Company reserves the right to relieve you any time during the notice period without payment of any Compensation.

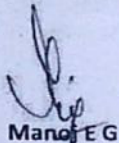
17. You are bound on the termination of your appointment, however, terminated, to return to the Company any property/intellectual property of the Company in your possession, including but not limited to manuals, reports, technical documentation, software & hardware and correspondence, etc
18. No waiver of any breach of the terms and conditions contained herein by the Company shall be deemed or construed to be a waiver of any succeeding breach
19. At the time of termination of this employment agreement, if there are any dues from you, the same may be adjusted against any money due to you on account of compensation or any other payment due to you from the company.
20. In case you are joining us from outside Bangalore, please note that you will be entitled for the reimbursement of relocation expenses, the details of which are given in Annexure III.
21. Without prejudice to clauses 3 and 8 above and without being exhaustive, your service will be liable for termination by way of simple discharge, for the following specific reasons:
  - a. Failure to achieve and adhere to the required performance standards.
  - b. Breach of company's standards with respect to integrity, ethics, honesty, sincerity and loss confidence.
  - c. Inability to carry out the assigned job for medical reasons, for extended period of time.
  - d. Failure to sign the Code of Business Conduct and Ethics on joining, compliance of the same and annual acknowledgment of compliance and completion of the necessary report accompanying the Code of Business Conduct and Ethics.
22. Your work in Micro Focus India will be subject to the rules and regulations of the company as promulgated and modified from time to time in relation to your conduct, discipline and other matters. You will always be subject to the responsibilities and duties attached to your position and conduct yourself accordingly.
23. This appointment is subject to Bangalore jurisdiction.
24. By accepting this offer of employment, you hereby extend your consent and authorize the company to undertake a background check on you and with regard to the data regarding your candidature

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provided by you for this employment as per policy of the company. This offer of employment made in this agreement is only valid and binding on the parties if Micro Focus is, within its sole discretion, satisfied with the results of certain background checks conducted by Micro Focus in relation to you. In conducting these Checks, Micro Focus may contact those individuals and companies whose details you have provided to us, as well as other third parties, to gather relevant information about you. Micro Focus shall only use the information discovered as a result of the checks in order to assess your suitability for employment by Micro Focus. The results of the checks will be confidential between Micro Focus and the entity providing the information. The information gathered through these checks will not be made available to you. In the event that the information resulting from these checks is, in Micro Focus's sole discretion, unsatisfactory, Micro Focus may withdraw this offer of employment.

Please signify your acceptance of this appointment by returning the duplicate of this letter to us with your signature within 7 days from the time you receive it. If you fail to send your acceptance within 7 days the offer will stand automatically withdrawn.

If you have any questions, please feel free to contact me.



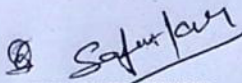
Manoj G  
Head - Human Resources

I accept the offer of employment on the terms and conditions mentioned in the above letter. I hereby confirm having received the original copy of this employment and I would report to work on

10/08/17

Sajan Kumar Choudhary

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Name



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Signature

9/08/17

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Date

**ANNEXURE – I to Employment Agreement Dated: August 7, 2017**

Name: **Sajan Kumar Choudhary**

Associate Software Engineer

Components	Salary (INR per annum)
Basic Salary	285,716
Flexible Pay	394,288
Employer's contribution to Provident Fund	34,286
<b>BASE SALARY (A)</b>	<b>714,290</b>
Micro Focus Bonus Plan %	5%
Micro Focus Bonus Plan (B)*	35,715
<b>TOTAL TARGET CASH (A+B)</b>	<b>750,003</b>
Gratuity (Eligibility as per The Payment of Gratuity Act, 1972) **	13,743
<b>COST TO COMPANY</b>	<b>763,747</b>

**Flexible Pay**

The following will be the elements of the flexible pay – House Rent Allowance(HRA), Conveyance, Medical, Leave Travel Allowance (LTA), Car Lease, Superannuation, Meal Coupons. Please note some of these components may be added or removed from the flexible pay basket based on income tax rules in force from time to time. You have to declare the component you would like to allocate on your joining / at the beginning of the financial year subsequently. You will be provided with more details on this on your joining.

Employee PF contribution will be deducted from the Basic salary.

\* The Target Bonus payment will be governed by the "**Micro Focus Company Bonus Plan**". You will get more details of the program once you join and it the same is available on the company intranet. **The above amount is a illustration only depending on the company meeting it's stated financial objectives and achievement of Adjusted EBITDA profile & the employee performance management rating of Exceeds Requirements/Meets Requirements.**

**PROGRAM OVERVIEW**

\* You are eligible to participate in the Micro Focus Company Bonus Plan. Under the current scheme, you will be eligible for a bonus payment (in a full year), If you would join part way through the year the amount will be pro-rated accordingly and will be linked to a mix of personal and business performance objectives.

\*\* You will be eligible for Gratuity as per the company policy. Currently, an employee is eligible for Gratuity after completion on 5 years of service and Gratuity is payable based on the last drawn basic. There is no cap on the gratuity amount you can earn.

