



*Kyndryl Solutions Private Limited  
(formerly known as Grand Ocean Managed Infrastructure Services  
Private Limited)  
CIN: U72900KA2021PTC142940  
2nd to 4th Floors, Block D,  
Embassy Golf Links Business Park,  
Off Intermediate Ring Road, Domlur  
Bengaluru- 560071, India*

Dear Sai Kalyani Y,

Hope you are well.

It is with great pleasure we are writing to you to confirm your offer with Kyndryl as a Associate - Technical Engineer, 04G effective April 18, 2022. We welcome you to join Kyndryl - the world's leading global managed infrastructure services organization - committed to powering human progress.

People are at the core of everything we do. The word Kyndryl is derived from kinship referencing our belief on how we build and nurture trusted relationships with our people and customers every day. And we have built long-lasting relationships with the leading Fortune 500 global customers across industries - for whom we design, build, manage, and run strong, secure, resilient and adaptive digital infrastructure capabilities. Combine this focus with the diversified skill sets of our workforce; the breadth and expertise of our technology portfolio, solutions, and services; and the scale at which we operate - we are committed to advancing growth, innovation, and impact in the world, for the world.

We are excited to have you join a team that embodies unbridled energy and creativity in all that they do for our clients. Your unique skill sets and your position will offer you an incredible opportunity to contribute, learn, and thrive on outcomes you aspire for yourself, the business, and clients.

The work we do is very important. And we do it on the grounds of transparency, trust, inclusion, integrity, and responsibility. We foster a culture that encourages open attitude, positive spirit, one that enables us to push ourselves and each other to do better, work flexibly and learn from each other at every step.

As Kyndryl becomes an independent organization, we are confident that you will cherish your experience of being instrumental in paving the way for organization's future growth and success.

We wish you an enriching and a great career at Kyndryl.

Thank you



April 13, 2022

Kyndryl Solutions Private Limited

2nd to 4th Floors, Block D,  
Embassy Golf Links Business Park,  
Off Intermediate Ring Road, Domlur  
Bengaluru- 560071, India  
<https://www.kyndryl.com/kyndryl>

Dear Sai Kalyani Y,

The world is transforming rapidly, and technology is paving way for more innovations in the way we live and work today. These advancements have introduced newer ways in driving business operations, business models, industries, and outcomes. We have exponentially more power to reach the full potential of our life and work today. And this is Kyndryl's vision for the future- advancing the human progress.

We invite you to join us as a Associate - Technical Engineer, in band 04G for your dream job ever. You will be working with passionate Kyndryls, business and technology experts, who are constantly building their knowledge and expertise to find the best solutions for our clients, helping them achieve their goals and create newer possibilities.

At Kyndryl, you will experience an inclusive and collaborative culture where you will get an open platform to bring your ideas and solutions to the fore, no matter your area of expertise - you have an audience that listens to you from Day 1. You will have access to world-class learning opportunities that will help you create the career you've always imagined. Join us and you'll be proud to call yourself a Kyndryl.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.

#### Acceptance and Commencement

Your appointment will be effective on your joining date, i.e April 18, 2022. Please contact us immediately if you require an alternative joining date to [Candidate-Management-Team@Kyndryl.com](mailto:Candidate-Management-Team@Kyndryl.com) (Kyndryl candidate query management). If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to [pronboar@in.ibm.com](mailto:pronboar@in.ibm.com)

You need to report at the Onboarding location on the joining date at 9:00 a.m. Please note that it is important to be on time to complete the joining formalities. If you arrive late, you will not be allowed to join and must reschedule your joining date.



On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer - Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation.
- Passport and Pan card- If you do not have Passport or Pan card you need to bring one of the following IDs.
  - Voter ID card
  - Driving Licence
  - Aadhaar Card
  - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate - If you have stated in your application to Kyndryl that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document - If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only): Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Bangalore . However, your services are transferable and you may be assigned to any other department, location or office of Kyndryl, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, Kyndryl frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with Kyndryl and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at Kyndryl is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). 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 services without notice or compensation.
- Your offer is contingent upon you agreeing to authorize KYNDRYL to recover a sum of Rs 100000 (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with KYNDRYL are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining KYNDRYL or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at



your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.

- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- Kyndryl encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with Kyndryl, you will be required to comply with the following:
  - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
  - You agree to utilize Kyndryl's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to Kyndryl's business.
  - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of Kyndryl.
  - You also understand and acknowledge that Kyndryl requires its employees to be productively and effectively utilized at all times. Kyndryl maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to Kyndryl's processes and policies.
  - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
  - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with Kyndryl.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. 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, confidential and should not be disclosed to any person without Kyndryl's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to Kyndryl operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- You will, by default, be enrolled in Kyndryl's Group Medisave Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in Kyndryl policies are subject to change at the Company's discretion. You will be entitled to earned leave / Vacation time off in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- All employees are required to read and comply with Kyndryl's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, Kyndryl shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.



- You will be required to register your profile with National Skills Registry once you join Kyndryl. The details on the National Skills Registry are available on [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) - which includes INR 50/- annual usage fee at the POS (Point of Service) helpdesk at Kyndryl office. Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.
- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to Kyndryl, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance - A one-time amount of INR 25,000/- towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) - no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from Kyndryl, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to Kyndryl. You may be required to repay to Kyndryl any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by Kyndryl, Kyndryl may recover all such amounts from your final settlement.



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ANNEXURE A

DATE	April 13, 2022		
NAME	Sai Kalyani Y	BAND	04G
DESIGNATION	Associate - Technical Engineer	LOCATION	Bangalore
<u>Compensation Components</u>		<u>Kyndryl Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		214760	
<b>3. Annual Reference Salary (ARS)</b>		394760	
4. Retirals			
a) Provident Fund (PF)		21600	
b) Gratuity @ 4.8%		8640	
<b>5. Annual Reference Salary + Retirals</b>		425000	

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining Kyndryl. Please note: Kyndryl reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining Kyndryl. Please note: Kyndryl reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediciam Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 30 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage



OTHER COMMITMENTS/ CONDITIONS



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At Kyndryl, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to Kyndryl on your on boarding day.

Signed By: Kyndryl Authorized Signatory

Ritwik Jha (Talent Acquisition Leader - APAC)

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING)

I agree that I have read, understand, and accept employment with Kyndryl under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and Kyndryl's acknowledgment of the same and the affixing of a signature by the Kyndryl representative shall be adequate to constitute a valid contract of employment between Kyndryl Solutions Private Limited and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

SIGNATURE

-----

PRINTED NAME

-----

DATE OF JOINING

-----

DATE

-----

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

-----

PRINTED NAME

-----

DATE

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Explanation of Compensation Components

<b>Component</b>	<b>Summary Explanation*</b>
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) National Pension System (NPS)	It is a voluntary contribution. Maximum 10% of monthly Basic Salary.
(d) Meal Card	Voluntary contribution of INR 2,200/- or INR 1,100/- per month
(e) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which is included as a part of your Annual Remuneration denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company.
Annual Reference Salary	Annual Basic Salary + Annual FBP

*\*For detailed information please refer to Company policies, which are subject to change from time to time.*



## Kyndryl CONFIDENTIAL

### Other Benefits– Additional Information\*

#### Group Term Life and Accident Rider Coverage Scheme

##### Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of Kyndryl Solutions Private Limited. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

##### Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of Kyndryl Solutions Private Limited. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

##### Group Medclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Medclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 30 days of your joining. If you decide to avail Medclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 30 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 30 days of the child birth) and newly married spouse (within 30 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) \*

*\*Subject to enrolling the new dependent within 30 days from the date of event.*

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80% : 20% basis.

##### Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

##### Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- ( at 50% Co-pay) is also provided to employees who participate in the Group Medclaim Insurance Policy.



### National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all Kyndryl Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and maximum of 10% of your monthly Basic Salary on Kyndryl Intranet. You can find more details about this program on Kyndryl intranet.

### ESIC

Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.

### Compensation under Employees Compensation Act

All Kyndryl employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) Incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.

*\* For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.*

### **Maternity Benefit:**

All women Kyndryl employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and Kyndryl Maternity Leave Policy as may be amended from time to time. These benefits currently include:

#### 1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.



4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer Kyndryl Maternity leave policy and Kyndryl Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.



**Kyndryl CONFIDENTIAL**

**ANNEXURE B - NON-DISCLOSURE AGREEMENT**

**Agreement Regarding Confidential Information, Intellectual Property, and Other Matters**

Serial # : \_\_\_\_\_ Date Of Hire : \_\_\_ / \_\_\_ / \_\_\_\_\_

In consideration of my employment or my continued employment by Kyndryl, Inc. or one of its subsidiaries or affiliates (collectively, "Kyndryl"), which I acknowledge, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without Kyndryl's prior written permission, disclose to anyone outside of Kyndryl or use in other than Kyndryl's business, either during or after my employment, any confidential information or material of Kyndryl, or any information or material received by Kyndryl in confidence from third parties, such as suppliers or customers. If I leave the employment of Kyndryl or at the request of Kyndryl, I will return to Kyndryl all property in my possession belonging to Kyndryl or received by Kyndryl from any third party, whether or not containing confidential information and whether stored on an Kyndryl owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, flash drives, cloud accounts, and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

'Confidential information or material' of Kyndryl (or any variations of such expression) is any information or material of a confidential or secret nature: (a) generated or collected by or utilized in the operations of Kyndryl; received from any third party; obtained in confidence from an entity Kyndryl acquired or in which Kyndryl purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of Kyndryl; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "Kyndryl Confidential" or with any similar legend of Kyndryl or any third party. Confidential information covered by this Agreement consists of, without limitation: (i) trade secrets; (ii) proprietary information that does not rise to the level of a statutorily protectable trade secret that is made the property of Kyndryl through positive operation of law in the form of this mutual agreement of the parties; and (iii) information that is otherwise legally protectable. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or information about employees to which I have special access through a position of trust and confidence, such as human resources and payroll, and for which I have not received the employees' written consent to disclose (e.g. social security number, medical certifications, confidential personnel information, driver's license number, bank account information, passport information, etc.); marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases. Notice of immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Notwithstanding the foregoing, an individual shall not be held criminally or civilly liable under any Central or State trade secret law for the disclosure of a trade secret if the disclosure (a) is made (i) in confidence to a Central, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal (where so permitted under applicable law or by the concerned authority / court). An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal (where so permitted under applicable law or by the concerned authority / court) and does not disclose the trade secret, except pursuant to court order.

2. (a) During my employment with Kyndryl and for two years following the termination of my employment from Kyndryl for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of Kyndryl to be employed or to perform services outside of Kyndryl. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with Kyndryl.



Also, for purposes of this Paragraph 2(a), "employee of Kyndryl" shall mean any employee of Kyndryl who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that, during my employment with Kyndryl and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the last twelve (12) months of my employment with Kyndryl. The post-employment prohibition in this paragraph 2(b) does not apply to any Kyndryl employee whose work location is within the state of California. I acknowledge that Kyndryl would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that Kyndryl would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to Kyndryl, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by Kyndryl. In addition, I will not incorporate, into any product used and/or sold by Kyndryl, any copyrighted materials or patented inventions of any third party, unless authorized by Kyndryl pursuant to Paragraph 5.

4. I will comply, and do all things necessary for Kyndryl to comply, with (a) the laws and regulations of all governments under which Kyndryl does business, (b) the provisions of contracts between any such government or its contractors and Kyndryl that relate to intellectual property or to the safeguarding of information, and (c) Kyndryl's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the Kyndryl Business Conduct Guidelines as amended from time to time.

5. I hereby assign to Kyndryl my entire right, title, and interest (including all worldwide intellectual property rights), in perpetuity, in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, improvements, techniques, methods, formulas, processes, compositions of matter, compilations, discoveries, and data, etc. (all hereinafter called "Developments"), hereafter made, conceived, written, developed, improved, reduced to practice or otherwise created solely or jointly by me, whether or not such Developments are patentable, or subject to copyright, trade secret, or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of Kyndryl; or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of Kyndryl. If, by operation of law such right, title, and interest in Developments vest in Kyndryl upon creation, I acknowledge that such right, title, and interest belong to Kyndryl. Also, I hereby assign to Kyndryl my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that Kyndryl acquired or in which Kyndryl purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity. In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

I acknowledge that the rights, title and interest to any Developments (which is assigned to Kyndryl under this Paragraph 5) shall not be deemed to have lapsed if Kyndryl does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the (Indian) Copyright Act, 1957 and any other similar law of any jurisdiction.

If I have any rights, including without limitation, "artist's rights" or "moral rights" in the Developments that cannot be assigned, I hereby unconditionally and irrevocably grant to Kyndryl an exclusive, worldwide, fully paid and royalty free, irrevocable, perpetual license with rights to sublicense through multiple tiers of sublicensees, to: (i) use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Developments in any medium or format, whether now known or later developed; (ii) use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating, or derived from, the Developments, and (iii) exercise any and all other present or future rights in the Developments. In the event that I have any rights in the Developments that cannot be assigned or licensed, I unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against Kyndryl or its customers.

*California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code, which provides:*



*(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:*

*(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or*

*(2) Result from any work performed by the employee for the employer.*

*(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.*

The above provisions concerning assignment or ownership of Developments apply to Developments created during the "Period of My Employment" by Kyndryl. "Period of My Employment" means the entire duration of my employment with Kyndryl including not only hours worked at Kyndryl's facilities and working on Kyndryl's business away from the facilities but also non-working off-hours such as weekends and other time spent outside of the office and not performing Kyndryl's work (such as during parental leave, vacations, and sabbaticals).

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with Kyndryl, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to Kyndryl (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use, or cause to be used, any Excluded Developments in Kyndryl's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that Kyndryl acquired or in which Kyndryl purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my Kyndryl employment. I acknowledge and agree that if I use any of my Excluded Developments in the scope of my employment or include them in any product or service of Kyndryl, I hereby grant to Kyndryl a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify, and create works based on, perform, or display such Excluded Developments and to sublicense third parties with the same rights.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g., United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g., title of publication), the creation date of the Excluded Development, and, to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date
_____	_____	_____
_____	_____	_____
_____	_____	_____



Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. Kyndryl requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest Kyndryl in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to Kyndryl.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the Kyndryl Intellectual Property Law Department; and (b) I will, on Kyndryl's request, promptly execute a specific assignment of title to Kyndryl or its designee, and do anything else reasonably necessary to enable Kyndryl or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the Kyndryl Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by Kyndryl. I also agree to promptly notify the Kyndryl Intellectual Property Law Department if, after I leave the employment of Kyndryl, I am contacted by anyone or any entity outside of Kyndryl regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. Kyndryl and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by Kyndryl and are for the benefit of Kyndryl and its subsidiaries, licensees, successors, and assigns.

8. I agree that Kyndryl, its services providers and other third parties authorized by Kyndryl will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with Kyndryl and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to Kyndryl, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of Kyndryl assets, background check results, bank account information, and disability information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at Kyndryl.

Kyndryl provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all Kyndryl policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on Kyndryl's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside Kyndryl, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by Kyndryl.

10. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by Kyndryl in writing upon my hire or transfer of employment to Kyndryl. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for Kyndryl and myself.

11. This Agreement shall be governed by the laws of India. All disputes shall be subject to exclusive jurisdiction of courts in Bengaluru, Karnataka. In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity, or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this





Agreement, in whole or in part, is invalid or unenforceable shall not in any way affect or impair the validity or enforceability of this Agreement in any other jurisdiction.

12. I recognize that any violation of my obligations described herein would cause Kyndryl to suffer irreparable harm and can result in disciplinary action, including dismissal from Kyndryl, and any other appropriate relief for Kyndryl, including money damages, equitable relief and attorneys' fees.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

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Employee's Full Name (please print)

Employee's Signature

Employee Serial