

24-12-2022

DEVANAND S

Ph # - 8138979052  
Email - devanands2000@gmail.com

Dear DEVANAND S,

On behalf of Lumen IT India Pvt. Ltd. ("Lumen" or the "Company"), we are pleased to offer you the position of "INSTRUCTIONAL DESIGNER-INDIA" at **Bangalore, India**, on the following terms & conditions:

### 1. POSITION

- 1.1 Title: **INSTRUCTIONAL DESIGNER-INDIA**
- 1.2 Your start date will be **09 Jan, 2023** (or such date as the parties shall agree in writing) ("Date of Hire"), failing which this appointment will stand automatically withdrawn.
- 1.3 Your normal responsibilities will be all duties properly assigned to you by your manager. In addition to your normal duties, Lumen reserves the right to require that you perform other duties consistent with your position or skills. Please be aware that, upon notice to you, Lumen may make reasonable changes to your job title and/or job responsibilities as business needs require, and Lumen is entitled to change your reporting line at any time.

### 2. REMUNERATION

- 2.1 Your Annual Total Compensation is **Rs. 750000.00 (SEVEN LAKH FIFTY THOUSAND ONLY)** less any lawful deductions paid on a 12-monthly basis. You shall be responsible for all personal income and other taxes which may be payable in respect of your income.
- 2.2 Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

Compensation Structure: **As Detailed in Annexure I**

### 3. CONDITIONAL OFFER OF EMPLOYMENT

- 3.1 You understand and agree that this offer of employment is conditioned upon:
  - 3.1.1 The verification to Lumen's full satisfaction of the background information contained in your resume;



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### Lumen IT India Private Limited

(formerly known as CenturyLink Technologies India Private Limited)

**CIN: U72200KA2003PTC032613**

**Regd. Office:** Salarpuria Touchstone, IV Floor, Survey No. 15/1A & 14P7, Kadubeesanahalli, Varthur Hobli  
Bangalore 560 103, India. Tel: + 91-80-6618 4701 to 05 Fax: +91-80-66184700

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- 3.1.2 Your being free and able to take up and carry out the work offered to you and that you will not be in breach of any express or implied terms of any contract or of any other obligation binding upon you; and
- 3.1.3 Your right to reside and work in India, and Lumen's receipt from you of satisfactory evidence that you are legally eligible to work in India either by right of nationality or by possession of another document which proves your legal working status. You warrant that you will notify Lumen immediately if you cease to satisfy the necessary immigration requirements of and are no longer entitled to work in India. You are required to provide the Company with appropriate original documents on or before your Date of Hire.
- 3.1.4 If these conditions are not met, Lumen may terminate your employment without notice or pay in lieu of notice.
- 3.3 In case any information furnished by you, either in your application for employment or during the selection process is found to be incorrect/false, and/or if it is found that you have suppressed any material information in respect of your qualifications and past experience, the Company reserves the right to terminate your services any time without notice or compensation in lieu of notice.
- 3.4 You understand and agree that any misrepresentation, omission of a material fact, or deception by you of any kind during the application process, or should it be discovered that you otherwise obtained employment by deception, may be cause for summary dismissal without notice or pay in lieu of notice.

#### **4. WORK LOCATION**

- 4.1 Your Initial Posting will be at **Bangalore, India**.
- 4.2 Your days of work and working hours will be as per the working hours of the office, in which you are for the time being posted and can be changed at the discretion of the management of the Company.
- 4.3 Your services are transferable to any other place or office of the Company or to any subsidiary or associate company; whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company's rules being in force at the time. The terms and conditions applicable to such other places/ establishments/ times will be notified to you in a transfer order. In the event of your not joining in accordance with such transfer order within eight days of the transfer date mentioned in the transfer order, you shall be deemed to have relinquished and resigned your employment and you shall cease to be in our employment.



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## 5. SHORT TERM INCENTIVE PROGRAM (STI)

You will be eligible to participate in the Company's annual discretionary bonus or short-term incentive (STI) plan subject to the terms of the plan. Your annual STI bonus target will be **9.33%** of your annualized base salary and will be pro-rated based on the number of eligible days worked in the program year. Actual STI bonus payouts may be more or less than target, depending on individual and corporate performance. If your start date is between 1st January and 30th September, you will be eligible to participate in the STI plan effective as of your start date. If your start date is between 1st October to 31st December, you will be eligible to participate in the STI Plan effective January 1 of the year following your start date. Lumen may, at any time, terminate or amend the STI Plan, in whole or in part and in any manner, without prior notice or formality in its sole and absolute discretion.

With respect to employees who are eligible to receive a statutory bonus under The Payment of Bonus Act, 1965, or under any law that may supersede or subsume the Act, payments under the STI Plan will include and are in lieu of such statutory bonus that may be payable under applicable law.

## 6. PROHIBITION AGAINST CONFLICTS OF INTEREST

- 6.1 You agree to abide by the terms of Lumen's conflict of interest policies and procedures, including but not limited to those reflected in the Company's Code of Conduct and the policies and procedures reflected therein.

## 7. DEDUCTIONS FROM SALARY

- 7.1 You hereby authorize the Company to deduct and retain from remuneration accrued and due to you under the terms of your employment (whether or not actually paid during your employment) any money owed by you to the Company including, but not limited to, exceeded annual leave entitlement or overpaid expenses.

## 8. COMPANY POLICIES AND PROCEDURES

- 8.1 Your employment will be subject to the terms and conditions, rules and procedures as laid out in Company policies and the Global Code of Conduct, which can be found on the Company intranet.
- 8.2 The Company reserves the right and sole discretion to make changes to its policies and procedures from time to time for business reasons and need. It is your responsibility to keep up to date with these policies. A failure to comply with any policy may render you liable to disciplinary action. Further, the Company may depart from the terms of any current policy if it considers, in its sole discretion, that it is appropriate to do so. If you are unsure what a policy requires of you, you may seek advice from your manager, senior management, or the Human Resources department.



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**9. RIGHT TO SUSPEND**

- 9.1 The Company shall have the right to suspend you from your duties on such terms and conditions as it shall determine for the purpose of carrying out an investigation into any allegation of misconduct, negligence, bullying, harassment, retaliation, discrimination and/or illegal conduct against you.

**10. BRIBERY AND CORRUPTION**

- 10.1 Lumen expects the highest standards of integrity in relation to employees' dealings with the Company's customers, suppliers, agents and subcontractors and with any government official.
- 10.2 Adherence to Lumen's anti-bribery and corruption policies is a condition of your employment. Any breach of such policies will be regarded as a serious matter and will be dealt with under the disciplinary procedure. Serious cases may be treated as gross misconduct. Please refer to the Code of Conduct for more information.

**11. CONFIDENTIAL INFORMATION**

- 11.1 You shall not at any time during your employment nor at any time after its termination, except for a purpose of the Company and in the proper performance of your duties, directly or indirectly use or disclose trade secrets or Confidential Information (as defined below) relating to the Company, its affiliates, or any of its agents, customers, prospective customers or suppliers.
- 11.2 "Confidential Information" includes any information which is not publicly known relating to the Business and/or the financial affairs of the Company and/or the Company's and its affiliates' agents, customers, prospective customers, partners or suppliers and/or any others with whom the Company has a business relationship. Confidential Information includes, but is not limited to:
- 11.2.1 The business methods and financial information of the Company (including prices charged, discounts given to customers or obtained from suppliers, product development, marketing and advertising programmes, costings, budgets, turnover, markets and/or sales targets and information, reports, forecasts, software or other financial information;
  - 11.2.2 Prospects, opportunities, possible acquisitions and/or possible disposals of businesses or facilities that have been discussed or considered by the management of the Company;
  - 11.2.3 Trade secrets;
  - 11.2.4 Details and terms of the Company's and any Company Affiliate's agreements with suppliers and customers;
  - 11.2.5 Processes and know-how employed by the Company and any Company Affiliate or their suppliers;



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- 11.2.6 Intellectual Property belonging to the Company, including any Intellectual Property created by you jointly or alone;
- 11.2.7 Confidential details as to the design of the Company's and/or its suppliers' products and inventions or developments relating to future products;
- 11.2.8 Details of any promotions or future promotions or marketing or publicity exercises planned by the Company;
- 11.2.9 Details of any budgets or business plans of the Company;
- 11.2.10 Any information which may affect the value of the Business or the shares of the Company or its parent company;

whether or not in the case of documents or other written materials or any materials in electronic format they are or were marked as confidential and whether or not, in the case of other information, such information is identified or treated by the Company as being confidential.

- 11.3 You shall not be restrained from using or disclosing any Confidential Information which:
  - 11.3.1 You are authorized to use or disclose by the Company (such authorization may be granted or withheld at the Company's sole discretion, for any reason or no reason); or
  - 11.3.2 Has entered the public domain unless it enters the public domain as a result of an unauthorized disclosure by you or anyone else employed or engaged by the Company; or
  - 11.3.3 You are required or entitled to disclose by law.
- 11.4 You shall not make copies of any document, data (including electronic data), memoranda, correspondence, memory stick, video recording, portable memory devices or storage devices, digital recording devices, computer and electronic files, computer backups, reports of any kind, manuals, or any similar matter (including data in any electronic format) or transfer or remove any such items from the premises of the Company or of any Company Affiliate other than in the proper performance of your duties under this agreement except with the written authorization of the Company.
- 11.5 In your work for Company, you will not disclose or make use of any information or trade secrets in violation of any agreements with or rights of any such previous employer or other party, and you will not bring to Company premises any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.



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**12. INTELLECTUAL PROPERTY**

- 12.1 You acknowledge and agree that any and all inventions, discoveries, improvements, or creations (collectively, "Creations") which you have conceived or made or may conceive or make during your employment in any way, directly or indirectly, connected with or for the Company shall be the sole and exclusive property of the Company. You agree that all copyrightable works created by you or under the Company's direction in connection with the Company's business are "works made for hire" and shall be the sole and complete property of the Company and any and all copyrights to such works shall belong to the Company.
- 12.2 You undertake that while in the employment of the Company and thereafter, not to do any act either within India or outside India, which would constitute an infringement of any of the intellectual property rights which are owned or which may be owned by the Company or any third party.
- 12.3 You agree that during your employment with the Company, save as otherwise approved in writing by the Company, you will not file any application for, or in any way attempt to obtain ownership of any patent, trade name or mark, which refers to, or may be suggestive of, or may be similar to, or may be likely to dilute the intellectual property rights of the Company anywhere in the world.
- 12.4 Without prejudice to any other clause in this Agreement, you hereby agree:
- a. that all rights, title and interest which you may be entitled as a result of any application for any patent, trade name or trademark which you may have filed during the term of your employment with the Company or to any other intellectual property created, developed or conceived by the Company during the term of your employment with the Company shall belong to and be owned by the Company absolutely; and
  - b. to do all things necessary (including executing all documents necessary) to vest all rights, title and interest in the same in the Company (or its nominee) absolutely.
- 12.5 You agree that all intellectual and industrial property rights arising out of or in connection with your employment with the Company shall be immediately assigned to and vest in the Company or any other persons or entities as appointed by the Company.

**13. NON-BREACH OF AGREEMENT**

- 13.1 You confirm that you are not bound by any agreement with any previous employer or any party, which restricts in any way your prospective employment by Company (for example, any non-compete or non-competition agreement, non-disclosure or confidentiality agreement, non-solicitation agreement, etc.). Such agreements may be contained in offer letters from previous employers, stock option grants, employment agreements, independent contractor agreements, agreements for the sale of a business etc. You represent that your employment with Company and the performance of your proposed duties for Company will not violate any obligations you have to such previous employer or other party.



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**14. NOTICE PERIOD**

14.1 Subject to the provisions contained in this offer, your services are terminable by either party giving the other **two months' notice** or monthly gross salary in lieu thereof.

14.2 No notice of resignation will be effective if given during a period of leave of absence from the Company and you will also not be eligible to proceed on such leave during the notice period.

14.3 Any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty, or incompetence in the discharge of duty on your part or the breach of any of the terms, conditions and stipulations contained herein will render you liable to termination of your employment without notice or compensation thereof. Where Lumen believes you are guilty of gross misconduct, and subject to the requirements of applicable law, Lumen is entitled to terminate your employment without notice or pay in lieu of notice.

**14.4 Garden Leave**

14.4.1 Following notice to terminate your employment being given by Lumen or by you or if you purport to terminate your employment in breach of contract, Lumen may require you not to perform any services (or to perform only specified services) for Lumen or for any Lumen Affiliate until the termination of your employment or a specified date ("Garden Leave").

14.4.2 During any period of Garden Leave, you shall:

- (i). Continue to receive your salary and other contractual benefits under this agreement in the usual way and subject to the terms of any benefit arrangement;
- (ii). Remain employee of Lumen and remain bound by your duties and obligations, whether contractual or otherwise, which shall continue in full force and effect;
- (iii). Not perform work, directly or indirectly, for any other person, firm or company, or on your own behalf, and to always be available within working hours to assist Lumen and/or perform your duties as necessary;
- (iv). Not contact or deal with (or attempt to contact or deal with) any customer, client, supplier, agent, distributor, shareholder, employee, officer, or other business contact of Lumen or any Lumen Affiliate without the prior written consent of your manager;
- (v). Not (unless otherwise requested) enter onto the premises of the Company or any Affiliate without the prior written consent of your manager; and
- (vi). Not commence any other employment or engagement.



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14.5 You will retire as per the retirement policy of the company.

## **15. COMPANY PROPERTY**

15.1 Upon the termination of your employment, you will immediately return to the Company or its authorised representative any property of the Company or any other Associated Company which may be in your possession, custody or control, including, without limitation, minutes, memoranda, correspondence, notes, records, reports, sketches, plans or other documents and any copies thereof, whether or not the property was originally supplied to you by the Company or any other Associated Company.

15.2 If you are unable to return any property because it is held by you in electronic form, you will immediately advise the Company of such property and you will, at Company's request, permanently and irrevocably delete it. If so requested, you shall provide to the Company a signed statement confirming that you have fully complied with this requirement.

## **16. DATA PROTECTION**

16.1 You are aware and agree that, in connection with your employment, information about you will be collected, processed, stored, handled and used, locally or abroad, including your personal data, and the Company may share such data with its parent, subsidiary and affiliate companies as well as, as applicable, the Company's service providers, for purposes related to the management of the employment contract, employment relationship and its benefits, and/or for reasons of personnel administration, general administration, communication, offering and improving services linked to benefits provided by the Company, or for reasons of legal compliance or business need, all as detailed in the Company's privacy policies and notices available on the Company intranet. Your personal data may be collected to the extent necessary for the performance of these purposes and in cases where not prohibited by law.

16.2 Among the Company's obligations, the execution of the employment contract requires (a) the processing of personal data, which may include: background information, names of parents, education, family situation, marital status or marital situations that may have reflections on company actions such as benefit payments, children's names and ages, address, salary amount, discounts, absences, reasons for absences, and sensitive data including medical/health data; and (b) the monitoring of work tools, activities and communications within the Company's information systems and workplaces.

## **17. AMENDMENT**

17.1 The Company may from time to time at its sole discretion deem it necessary to amend any of these terms and conditions to conform to market practices and the Company's operational requirements and policies.



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**18. PRIOR AGREEMENTS**

18.1 This Contract will be in substitution for any subsisting agreement, service agreement or contract of employment (oral or otherwise) made between you and the Company which shall be deemed to have been terminated by mutual consent with effect from the commencement of your employment.

**19. SEVERABILITY**

19.1 If any provision of your Contract or a paragraph hereof is determined to be illegal or unenforceable by any court of law or any competent governmental or other authority, the remaining provisions within that paragraph and the remainder of your Contract shall be severable and enforceable in accordance with their terms, so long as your Contract, without such terms or provisions, does not fail of their essential purpose. The parties shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions which will maintain as far as possible the purposes and the effect of your Contract.

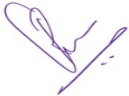
**20. ACCEPTANCE**

20.1 It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. Kindly send the duly signed copy of the duplicate offer document to the undersigned, as a sign of your acceptance of the offer, along with the photocopies of all your credentials (See **Annexure II** for details), latest by **Tuesday, 27-12-2022**. If Lumen does not receive any signed document within the seven (7) working days period, this letter of offer shall be considered null and void.

**DEVANAND S**, we take great pleasure in welcoming you to Lumen and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Sincerely,

For Lumen IT India Private Limited



**Rashmi Nair**  
Director of Human Resources

I, **DEVANAND S**, agree to accept employment on the above-mentioned terms and conditions. I'll report for duty on or before **Monday, 09 Jan, 2023**.

Date:

Signed:

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**Enclosed :**

1. Salary Break-up: Annexure I
  2. Details of Required Documents: Annexure II
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**Annexure I**

NAME	<b>DEVANAND S</b>	
TITLE	INSTRUCTIONAL DESIGNER-INDIA GRADE	P2
<b>COMPONENTS – A</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic	21890.92	262691.00
HRA	10945.50	131346.00
Executive Allowance	13975.83	167710.00
LTA - Maximum One Month Basic	1824.25	21891.00
Children Education Allowance	200.00	2400.00
Lunch Coupon	2200.00	26400.00
PF (Employer's Contribution)	2626.91	31522.90
Gratuity	1063.92	12767.00
<b>Fixed Compensation</b>	<b>54727.32</b>	<b>656727.88</b>
Insurance		32000.00
<b>STI</b>		<b>61273.00</b>
<b>Total Compensation</b>		<b>750000.00</b>
<b>Note:</b>		
<p>FBP Component can be Zero or Maximum provided in the each row of FBP section.          FBP Component can be changed three times a year before December of each year as per finance guidelines</p>		

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**Annexure II**

**You will be required to upload the scanned copies of the below mentioned documents to our Human Resources Representative/ Partner as part of your Onboarding and background verification process**

- PAN Card and Passport size photograph
- Passport/Aadhar Card/Voter ID
- Marks card for X & XII
- Final Degree Certificate - Full time/ Distance Education
- Proof for Date of Birth (Aadhar Card/PAN Card/Birth Certificate / Xth Standard Mark Sheet)
- Relieving letter from all the Past Employers ( Relieving letter from the Current Employer shall be submitted on the Date of Joining )

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