



Ref: CFS/SCP/CTIL/PB

Date: 22-06-2022

Mr. Pankaj Kumar Bale

Hewo-2, Tower No-2, Flat no-631
Sector-56 Gurgaon 122011 Haryana

Subject: **Letter of Offer & Appointment**

Dear Pankaj,

This is with reference to our discussions for the role with **Cummins Technologies India Ltd**, we are pleased to communicate your appointment. Please find details of your Offer

BUSINESS TITLE	: CEFS INDIA SUPPLY CHAIN LEADER
GLOBAL POSITION PROFILE	: SUPPLY CHAIN MANAGER
LOCATION	: PHALTAN
SALARY GRADE	: E-8
DATE OF JOINING	: 19 th September 2022

Annual Total Compensation: Your annual total compensation will be **56,00,694 /- Fifty Six Lakh Six Hundred and Ninety Four Rupees Only**, excluding Indirect Benefits. Pls. Refer to Annexure A for detailed salary break up.

Relocation Reimbursement: Outstation candidates shall be eligible for a One Time reimbursement of the relocation expenses, as per Company policy. The details of Relocation benefits are enclosed in **Annexure B**

Notes:

1. The attached Compensation sheet (ANNEXURE A) includes your total compensation including Guaranteed Cash, Performance Pay (at payout factor 1) & Retirals.
2. Total Compensation however, does not include any indirect benefits, which are over and above, as per policy
3. Performance pay is governed by the provisions of Annual Variable Pay Policy
4. This offer is **subject to you clearing our Background Verification process and pre-employment medical examination. *In the event of any discrepancy being found as the result of the background verification check, the Company retains the right to terminate the employment with immediate effect.***
5. The details shared above are strictly confidential and not to be disclosed.

This offer is valid subject to your joining on the date mentioned above. You are requested to communicate your acceptance and acknowledgement of offer on or before (a week's time from date of issue) through an email or by sending us a duplicate copy of this Offer letter with your signature and date mentioned on it, failure to which, the offer will be deemed invalid.

Please feel free to reach Ms. Sharda Sonar sharda.sonar@cummins.com for any questions on the same. We look forward to the pleasure of having you on board for a long and fruitful association.

For Cummins Technologies India Ltd

Dipanjan Biswas
HR Leader – CBU Operation - CFS India



TERMS AND CONDITIONS OF APPOINTMENT

1. This offer is subject to passing of your medical examination and Background Verification.
2. You will be on probation for the period of 6 months. Your services will be confirmed at the end of the probation period if the Management is satisfied with your work and conduct. The Management reserves the right to extend your probation period if your performance, in the opinion of the Management, does not come up to its expectations. During the probation period, your services may be dispensed by a written notice of 15 days or payment in lieu thereof without assigning any reason. You can leave the Company's services during the probation period by giving a written notice of 15 days.
3. Your services would be governed by the Company's rules and regulations in force currently and as applicable from time to time. The facilities, amenities and benefits provided to employees in excess of the statutory requirements do not form a part of the conditions of service and are subject to change or be reduced at the discretion of the Management.
4. You are liable to be transferred to any of the Company's establishments which may be set up in any part of the country. On your transfer, you will be governed by the Company's rules and regulations applicable to that establishment.
5. You will be entitled to leave (vacation) in accordance with the Company policy.
6. During the period of your employment with the Company you shall not engage in any other profession or business, publish any articles or deliver any talk pertaining to your profession or be associated with any organization pertaining to your profession, without the written consent of the Company.
7. You shall, at all times, maintain complete secrecy about the Company's business affairs, Inventions, techniques and processes of manufacturing and management and the like which may come to your knowledge during your employment.
8. You shall inform the Company immediately regarding any inventions, patents, processes etc. that you may make or discover in the course of your employment and the Company shall have the right to take over the patent, process or invention on payment of such compensation as may be considered appropriate by the Company.

You shall promptly disclose in confidence to the Company all Inventions that you make or conceive or first reduce to practice or create, either alone or jointly with others, during the term of your employment. You hereby undertake that all such Inventions shall vest exclusively and perpetually with the Company and you shall have no claims or rights to such Inventions.

9. You agree to execute a separate 'assignment deed' from time to time, as and when required by the Company, for the purpose of assignment of all the Inventions in favor of the Company. You shall at all times cooperate with the Company and its agents and/or attorneys as may be necessary to perfect, maintain, defend and enforce the patenting of the Inventions including the future developments / improvements / modifications thereof, and to perform all actions and execute all such deeds and documents as shall be necessary to formalize the vesting of the legal and beneficial title/ownership of the Company thereto.

You for the purpose of giving to the Company, the full benefit of the provisions of this Clause, hereby agree to issue an irrevocable and indefinite power of attorney to the following effect:



"Where [Cummins Technologies India Ltd] is unable, after contacting [Pankaj] either in person or by registered post addressed to the last known address of such [Pankaj] as in [Cummins Technologies India Ltd]'s records, to secure [Pankaj]'s signature for any reason whatsoever, [Pankaj] irrevocably designates and appoints [Cummins Technologies India Ltd] and its duly authorized officers and agents, as [Pankaj]'s agent and attorney-in-fact, to act for and on behalf of [Pankaj], to execute and file any application(s) or document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections, with the same legal force and effect as if executed by [Pankaj]."

10. You recognize the right of the Company to commercially exploit and market the Inventions and any future development / modification / improvement thereof in all formats/applications all over the world and waives any future claim or interest in the ownership or proceeds from commercialization of such Intellectual Property developments, modifications, or improvements.
11. Injunctive Relief – You agree that in the event of breach or threatened breach of any of the above clauses, the Company shall suffer irreparable injury and the Company shall be entitled to specific performance of your obligations as well as such further injunctive relief as may be granted by any court of competent jurisdiction, without prejudice to any other relief, monetary or otherwise as the Company may be entitled under the applicable laws.
12. You shall maintain and render an account of all such Company properties and equipment entrusted to you and shall be liable for the same.
13. You will not resort to / indulge in use of tobacco in any form, i.e. smoking, chewing and snuffing on the premises of the company.
14. You or the Company can terminate the service contract without assigning any reason, by a written notice of one month or payment of salary and allowances (Guaranteed Cash Components) in lieu thereof.
15. You are required to keep the Company informed of any change pertaining to any of the declarations made by you at the time of your appointment.
16. Retirement age as per current policy is 60 years.
17. Your personal data may be stored on secured servers and or computer networks in or out of India protected as per Cummins IT policies in force regarding access and data security. You hereby agree to permit access to your personal data to authorized Cummins Officials in India and abroad for official purposes from time to time.
18. Confidentiality Obligations – You shall treat all Confidential Information acquired during the course of your employment and the Intellectual Property of the Company, as strictly confidential, and shall not disclose it to any third party, or make use of it, without the prior written and express consent of the Company. This obligation of yours shall persist during the term of your employment and also after expiry or termination or cessation of your employment with the Company for any reason whatsoever.
19. Definitions: For the purposes of these terms and conditions, the following meaning shall hold:
"Confidential Information" shall mean any trade secrets or confidential or secret information, whether marked or unmarked, in any media relating to the business, technical processes, designs or finances of the Company and its suppliers, agents, distributors, clients or customers or any confidential or secret information connected



with the services provided or products manufactured, marketed or under development by the Company and in particular shall include (but not be limited to) Inventions, research papers, computer models generated by the Employee or provided to the Employee during the Employment, business plans, marketing plans, budgets and costing, any information regarding Intellectual Property, or any information received from a third Party that is protected by a duty of confidence.

“Intellectual Property” shall mean patents and all relevant pending applications; trademarks, trade names, logos or other information which may identify business operators; copyrights; know-how; trade secrets; designs; computer, data and documentation; domain names; and other intellectual properties.

“Invention” shall mean all inventions, improvements, designs, original works of authorship, research data, formulas, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets and shall also include any discoveries that the Employee makes or conceives or first reduces to practice or creates, either alone or jointly with others, during the period of his employment with the Employer/Company, whether or not made during or after normal business hours and whether or not patentable, copyrightable or protectable as trade secrets.

20. You shall not give any press release or other external communication regarding any part of this employment agreement, including any general statements as to the existence of a relationship, except with the prior written consent of the Company.
21. Payment of Gratuity shall be made as per the Payment of Gratuity Act.
22. Any dispute or difference arising out of or related to your employment shall have jurisdiction of Court of Pune (Maharashtra) only.

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ANNEXURE A
Annual Total Compensation

	Salary Grade	E-8	
	Name	PANKAJ KUMAR BALE	
	Division / Function	CBU / SUPPLY CHAIN PLANNING	
	Business Title	CEFS INDIA SUPPLY CHAIN LEADER	
	Global Position Profile	SUPPLY CHAIN MANAGER	
	Effective Date	19 th September 2022	
A	Guaranteed Cash	INR	INR
	Basic	1,32,700	15,92,400
	Special Allowance	1,71,029	20,52,348
	House Rent Allowance (50% of Basic)	66,350	7,96,200
	Bonus / Ex -gratia	2,100	25,200
	Conveyance	1,600	19,200
	Medical Reimbursement (unclaimed amt. to be paid in April salary & taxed)	1,250	15,000
	Leave Travel Allowance (Paid Annually)	4,000	48,000
B	Total A	3,79,029	45,48,348
	Retirals		
	Employer PF (12% of Basic)	15,924	1,91,088
	Gratuity (4.81% of Basic)	6,383	76,596
	Superannuation (15% of Basic)	19,905	2,38,860
C	Total B	42,212	5,06,544
	Variable Pay		
	Performance Pay (Average amount at pay-out factor of 1. The pay-out can vary between 0 and 2. Paid Annually)	45,483	5,45,802
	Total C	45,483	5,45,802
	Total A+B+C (Benefit to Employee)	4,66,724	56,00,694

Indirect benefits such as Hospitalization, Uniform & Shoes, Canteen, Personal Accident coverage as per Company policy

For Cummins Technologies India Ltd

Dipanjan Biswas
HR Leader – CBU Operation – CFS India



ANNEXURE B Domestic Relocation Benefits for Outstation Candidates

Your Relocation, Your Role!

- We, at Cummins, are excited that you have decided to join us and would like to ensure that your relocation takes place seamlessly and is well supported by us.
- To assist you and your family/spouse or partner (if applicable) in understanding the terms of the domestic relocation policy, an orientation meeting will take place with the Cummins Business Services Mobility Team. Procedures and processes will be explained to you in the meeting
- The mobility team will create a request on the relocation portal on your behalf once we have necessary inputs from you regarding your relocation requirements. You will be receiving email notification from Cummins Mobility Team (CBSMobilityTeam@cummins.com, this is system generated email ID, do not reply to this) once this is done
- Please note that the further processing of your relocation request will be initiated only after your respective HR Business partner validates and approves the same
- You do not have access to the relocation portal at this time, however, once you have officially joined, you will be able to access the portal using your Cummins username & WWIMS password to request for additional Relocation support & services.
- If you need any clarifications or have questions that we can answer for you, please reach out to us on the following email ID: CBSHR.Mobility@cummins.com

POLICY SCOPE

- Relocation will be applicable in case if your new Cummins work location is at a distance greater than or equal to 100 km away from your current location
- Eligibility: Policy has 2 options, Tier 1 & Tier 2 based on your professional work experience. Please refer below table to determine your eligibility

Tier 1 Policy	Tier 2 Policy
The employee has less than 2 years of professional work experience.	The employee has more than 2 years of professional work experience.



DOMESTIC RELOCATION POLICY AT A GLANCE – Tier 1

Policy Component	Description of Benefit
Relocation Orientation call	<ul style="list-style-type: none"> ▪ To assist the employee and spouse/partner in understanding the terms of the domestic relocation policy, the CBS Mobility team will conduct an orientation meeting with the employee
Relocation Leave	<ul style="list-style-type: none"> ▪ After joining, up to 5 days of paid Relocation leave will be provided to the employee to complete the Relocation process upon the respective manager's approval over email
Home Finding Assistance	<ul style="list-style-type: none"> ▪ The employee will be provided with home finding assistance at the destination location. The Company's mobility service provider will connect the employee with the designated representative with whom the employee will work with to locate a housing at the new destination
Home Finding Trip	<ul style="list-style-type: none"> ▪ The employee will be provided with "home finding trip" which includes: one (1) round-trip visit to the destination location and hotel stay for up to two (2) days and one (1) night for the employee (company provided service / reimbursement as applicable)
Temporary Living	<ul style="list-style-type: none"> ▪ The employee and dependent family members will be provided temporary lodging facilities and meal allowance limited to maximum of INR 500 per person per day, for up to fifteen (15) days at the destination location.
Movement of Household Goods, Two- wheeler & Storage facilities	<ul style="list-style-type: none"> ▪ The Company will assist with the shipment of employee's household goods including one (1) two-wheeler to the destination location. The Company will provide for packing, loading, unloading and insurance of the shipment of household goods ▪ Locations where company provided services are not available and/or if the total volume of goods is less than 250 cubic feet, the employee can claim the actual expenses incurred by the employee for transporting their belongings ▪ Temporary in-transit/ destination storage will be provided for up to fifteen (15) days if the employee's permanent housing in the destination location is not ready
Final Relocation Travel	<ul style="list-style-type: none"> ▪ Employee and dependent family members will be provided economy class airfare or rail fare to the destination location if the distance to the new location is 400 kilometers or more ▪ If the distance to the destination location is less than 400 kilometers, mileage expenses (Car or Bus) will be reimbursed
Misc. Allowance	<ul style="list-style-type: none"> ▪ Employee will be paid One-time Lump Sum of INR 27000 as miscellaneous allowance
Tax Liability Assistance	<ul style="list-style-type: none"> ▪ Tax liability arising on account of the miscellaneous allowance disbursed to the employee will be borne by the company



DOMESTIC RELOCATION POLICY AT A GLANCE – Tier 2

Policy Component	Description of Benefit
Relocation Orientation	<ul style="list-style-type: none"> To assist the employee and spouse/partner in understanding the terms of the domestic relocation policy, the CBS Mobility team will conduct an orientation meeting with the employee
Relocation Leave	<ul style="list-style-type: none"> After joining, up to 5 days of paid Relocation leave will be provided to the employee to complete the Relocation process upon the respective manager's approval over email
Home Finding Assistance	<ul style="list-style-type: none"> The employee will be provided with home finding assistance at the destination location. The Company's mobility service provider will connect the employee with the designated representative with whom the employee will work with to locate a housing at the new destination
Home Finding Trip	<ul style="list-style-type: none"> The employee and spouse/partner will be provided with "home finding trip" which includes: one (1) round-trip visit to the destination location and hotel stay for up to two (2) days and one (1) night for the employee (company provided service / reimbursement as applicable)
Departure Residence Home Sale Benefit	<ul style="list-style-type: none"> In case the employee wants to see the employee's primary residence at the departure location on account of relocation, the Company will provide reimbursement of the real estate agent's fees, capped at 2% of the home sale price
Departure Residence Lease Cancellation Assistance	<ul style="list-style-type: none"> In case the employee's primary residence at the departure location is a rental property, the Company will provide reimbursement of the penalties incurred due to lease cancellation capped at a maximum of two (2) month's rent of the rental property
Movement of Household Goods, Vehicles & Storage facilities	<ul style="list-style-type: none"> The Company will assist with the shipment of employee's household goods including one (1) four-wheeler and/or one (1) two-wheeler to the destination location. The Company will provide for packing, loading, unloading and insurance of the shipment of household goods Locations where company provided services are not available and/or if the total volume of goods is less than 250 cubic feet, the employee can claim the actual expenses incurred by the employee for transporting their belongings Temporary in-transit/ destination storage will be provided for up to fifteen (15) days if the employee's permanent housing in the destination location is not ready
Temporary Living	<ul style="list-style-type: none"> The employee and dependent family members will be provided temporary lodging facilities and meal allowance limited to maximum of INR 500 per person per day, for up to fifteen (15) days at the destination location
Final Relocation Travel	<ul style="list-style-type: none"> Employee and dependent family members will be provided economy class airfare or rail fare to the destination location if the distance to the new location is 400 kilometers or more If the distance to the destination location is less than 400 kilometers, mileage expenses (Car or Bus) will be reimbursed



Policy Component	Description of Benefit
Misc. Allowance	▪ The employee will be paid a One-time lump sum allowance equivalent to one-month base salary (Guaranteed Cash Component- refer to your offer letter) with a minimum and maximum amount (see policy criteria)
Tax Liability Assistance	▪ Tax liability arising on account of the miscellaneous allowance disbursed to the employee will be borne by the company

Repayment Agreement:

The repayment clause stated below is applicable for all benefits provided under the Domestic Relocation Policy. The employee should remain in employment with Cummins India entities for two consecutive years to benefit from the repayment agreement. In the event of not doing so the relocation expenses incurred by Cummins will be recovered from the employee as per the following plan:

100% Repayment if the employee leaves before the end of 12 months from date of joining

50% Repayment if employee leaves after completion of 12 months and before the end of 24 months from date of joining

If an employee is unable to join the company or doesn't relocate, the employee should communicate the same to the company and repay the company for any relocation expenses paid and/or reimbursed within 30 days of such communication.

Domestic Relocation Coordinator:

A detailed understanding of the terms and conditions associated with the benefits mentioned in this document will be provided during your relocation orientation call with the Relocation Coordinator. After your relocation services have been initiated the Relocation Coordinator will be your one point of contact of any services pertaining to your relocation. We encourage you to become fully involved in your move and to work closely with the professional resources available to you.

The Cummins Business Services mobility team will work closely with you to ensure a smooth transition to your new location!

On-Boarding Contact person:

In the first week of your joining, you will be undergoing our 4 day Global On-boarding induction program (GOB) that is currently virtual. Our team members from GOB Team will reach out to you to discuss the On-boarding schedule. Please expect to hear from global.onboarding@cummins.com.



CUMMINS CODE OF BUSINESS CONDUCT

OUR VISION

Innovating for our customers to power their success

OUR MISSION

Making people's lives better by powering a more prosperous world

Cummins is a value based organization. Our core values are -

1. INTEGRITY

Doing what you say you will do and doing what is right

2. DIVERSITY & INCLUSION

Valuing and including our differences in decision making is our competitive advantage

3. CARING

Demonstrating awareness and consideration for the wellbeing of others

4. EXCELLENCE

Always delivering superior results

5. TEAMWORK

Collaborating across teams, functions, businesses and borders to deliver the best work

- Our commitment to integrity means that we will exceed the minimum requirements of the law and industry practices. We feel strongly about our written policies and will not tolerate violations at any level of the Company.

CONDUCT REGARDING OUR CUSTOMERS, SUPPLIERS AND COMPETITORS

Treatment of Customers

We are dedicated to exceeding the expectations of our customers better than our competitors. Our products, information and support are designed to give our customers a competitive advantage

Competitors

Cummins competes vigorously with our competitors, but always with integrity. Employees should not disparage Cummins competitors or their products. Generally, an employee should not accept confidential information about a competitor.



Government Contracts

As since the Company is a supplier to federal, state and local governments around the world, Cummins employees must comply with all laws and regulations relating to government contracts and cooperate fully with investors and auditors who require information in connection with these contracts.

Payments to Government Officials

Cummins policy must be closely followed while making payments to individuals outside the normal course of business. In no event should a payment be made that violates the Foreign Corrupt Practices Act of 1977, which is detailed in the full policy.

Dealing with Suppliers

If an employee or his/her family member has a relationship with a current or potential supplier, there exists the potential for a conflict of interest. So, the employee should not participate in any decisions related to the supplier or potential supplier, and should inform his/her supervisor of the relationship.

Meals, Gifts and Discounts

Generally, Cummins employees should refrain from accepting gifts. However, if a refusal to accept a present offends the other party, then a gift of nominal value may be accepted. If it is a high value, then it should be reported. Cummins employees should not accept discounts on personal goods that are linked to actual or potential business dealings.

Definition and treatment of expenses listed below are available in the detailed Code of Conduct policy which you need to study and follow:

- **Dining: With Business Colleagues, including Hosting Conferences**
- **Business Entertainment**
- **Employee Recognition**

Outside Employment

Employees should not work for a Cummins customer, supplier, or competitor. Employees may not hold other full or part-time positions or directorships outside the Company unless the job is permitted by the employee's manager and is disclosed in the annual Ethics Certification Statement.

Trading in Cummins Securities

Illegal trading in Cummins stocks and securities is not permitted. To avoid problems with stock purchases or sales, employees should refer to the details mentioned in the Cummins Code of Conduct.



CONDUCT REGARDING OUR EMPLOYEES

Treatment of Each Other at Work

To maintain an atmosphere of respect, no one should make comments that are embarrassing or demeaning to another. An employee who takes part in harassing behavior that creates a hostile or offensive work environment will be subject to severe disciplinary action. Our no-tolerance policy also applies to customers, suppliers and contractors.

Health, Safety and the Environment

Prevention of occupationally related injuries and illnesses is the responsibility of every Cummins employee. In addition, all employees are expected to immediately report unsafe or hazardous working conditions to a supervisor.

Alcohol and Illegal Drugs in the Workplace

Illegal drug or alcohol use on the job is not permitted. Disciplinary procedures for violation of this policy could include termination, even for a first offense.

Community Activities

The Company does not dictate the position employees should take on community or public issues. However, when an official Company position is necessary or desirable, only the appropriate Cummins officer can issue a statement.

CONDUCT REGARDING OUR SHAREHOLDERS

Financial Records

No false or misleading entries or failure to make required entries is permitted for any reason. Each employee must report all corporate transactions accurately, including receipts, disbursements and the purpose of the transactions.

CONDUCT REGARDING OUR PROPERTY

Information Security

Employees should use extreme care in protecting confidential or proprietary information stored in paper documents, on computers, voice /electronic mail and in similar systems and materials. Face-to-face conversation on confidential subjects should be conducted in a secure location. Employees should not attempt to access secret/ restricted data unless permitted by the owner of that information.



Computer Equipment and E-Mail

The Company's computer hardware, software and data may be used only by authorized personnel for Company business. All licensing provisions and copyright restrictions are respected. Some personal use is allowed if it does not interfere with the employee productivity or pre-empt any business activity.

CONDUCT REGARDING POLITICAL CAMPAIGNS AND THE MEDIA

Individual Responsibility

No Company property can be used to support any candidate's political campaign, unless directed by the Cummins Political Action Committee. Employees may not conduct campaign activities during regular working hours.

Reporting Concerns

If an employee wishes to report any code compliance matters, s/he may Contact local Human Resource department or Legal department for any assistance or ethics.cummins.com or such reports may be made anonymously by calling the confidential Ethics Help Line at the appropriate number for the employee's location. No employee will suffer any reprisal, retaliation or career disadvantage for reporting questionable behavior.

This is an extract of the *Code of Conduct* and it is your responsibility to understand the detailed code immediately after joining Cummins. ***It is a pre-condition of your employment with the company that you adhere to the Cummins Code of Conduct and Treatment of Each other Policy.***

Accepted

Signature of Employee

Name of Employee:

Date:.....