



Private and Confidential

April 29, 2021

G N V Srinivas Kumar Motupalli

Dear **G N V Srinivas Kumar**

We take great pleasure in offering you an opportunity for full-time employment position with **Synopsys in India** ("Synopsys India" or the "Company"), in the position of **R&D Engineer, II in Job Grade 65**

Please refer to the following attachments:

Annexure I: Target employment cost

Annexure II: Summary of currently applicable benefits

Annexure III: Terms and conditions of employment with Synopsys India

The validity of this offer is contingent to your Medical Fitness and the Company verifying accuracy of the information provided by you. In this regard, you authorize the Company (by signing a copy of this letter to appoint an agency of its choice to conduct such verification) to investigate your references, work records, education and other matters pertaining to your employment, at any time during your tenure.

Please acknowledge the acceptance of the conditional offer by signing the duplicate copy and handing it over to us. This offer is valid only up till **May 09, 2021** and shall automatically lapse and considered as withdrawn / revoked unless we receive your acceptance by such date. We look forward to you having a long and fruitful relationship with Synopsys.

Please note that the validity of this offer is subject to you returning the enclosed application blank, duly filled, and providing your acceptance of this offer in the space provided below. An appointment letter will be issued on the date of joining, subject to receipt of the filled-in Application Blank and photocopies of the first two and the last two pages of your Passport, at least 7 days before the intended start date at Synopsys India.

In case you have any questions or would like to discuss the terms and/or conditions of this offer, please feel free to get in touch with me.

Sincerely,

DocuSigned by:

Taufiq Hussain

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Regd. Office : 5th Floor, Tower 'A', RMZ Infinity, Municipal # 3, Old Madras Road, Benniganahalli, Bangalore - 560 016, India.

Phone : +91-80-40188000, Fax : +91-80-30523800

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G N V Srinivas Kumar

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Hussain, Taufiq (taufiq-IN-HR)

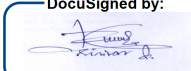
Please note that as per Synopsys India policy, the terms of the offer (compensation details & the job grade) is strictly private and confidential. Breach of this policy in any form (to employees within Synopsys or to anyone outside the organization) would disqualify your candidature and eventually employment with the organization.

Acceptance:

I, **G N V Srinivas Kumar Motupalli**, hereby accept the conditional offer of employment with Synopsys India and agree to the terms and conditions of this letter and the annexures hereto.

Signature: _____  84A2912662B641D...

Name: _____ **G N V Srinivas Kumar Motupalli**

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Annexure I

Name	G N V Srinivas Kumar Motupalli		
Business Group	SG		
Grade	65		
Designation	R&D Engineer, II		
	Monthly	Annual	
Basic	40,833	4,90,000	
FBP	56,350	6,76,200	
PF	4,900	58,800	12% of basic
Annual Base Salary (A)	1,02,083	12,25,000	
CIP @ 9% (B)		1,10,250	
TCOMP (A+B)		13,35,250	
Benefits			
Gratuity		40,833	1 month basic
Lunch & Snacks		31,000	
Mediclaime Hospitalization Ins, P.A cover, Group Life ins cover.		34,750	
Interest free loan Subsidy		19,000	Approx
Earn Leave Encashment		69,602	Encashed on separation
Wellness Program		20,000	
ESPP Returns		30,043	15% discount
Total Benefits		2,45,229	

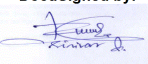
All payments and benefits shall be subject to tax to be deducted at source by Synopsys India. In case of any shortfall in tax withholding, you shall be responsible to pay the differential amounts. Synopsys India reserves the right to revise salary and/or your compensation structure from time to time. In addition, Synopsys India reserves the right to increase the amount of contributions / deductions (including provident fund contributions), as required by applicable law, in which the salary / Target Employee Cost components shall be reduced proportionately.

** Subject to the terms of the variable compensation plan. Please note that the amount is payable at the sole discretion of the Company and subject to achievement of the parameters as laid down in the variable compensation plan.

*** This is only an estimated valuation of the some of the currently applicable benefits. The amounts indicated are the costs that the Company is likely to incur in relation to each benefit and may not be payable by the Company to you. It is further clarified that the benefits do not form part of the employee's salary / compensation and accordingly cannot be claimed by an employee. Please refer to **Annexure II** (read along with relevant Company policy) for more information on some of the benefits listed herein.

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Annexure II

Currently Applicable Benefit Summary Sheet

<u>BASE PAY</u>	Annual Fixed compensation
Basic Salary	40% of Base Pay (Grade <=66) 50% of Base Pay (Grade >=67)
Flexible Benefit Plan (FBP)	Remainder of the Base Pay (excluding Basic & Employers PF)
Provident Fund (Employer contributions) (PF)	12% of Basic Salary
<u>VARIABLE COMPENSATION PLAN</u>	You shall be eligible to participate in the variable compensation plan formulated by the Company. Subject to achievement of the parameters as indicated in such Plan, your incentive eligibility shall be a certain percentage of your Annual Base (as per Annexure I). Details of the variable compensation plan shall be made available to you after joining the Company.
<u>BENEFITS</u>	
Gratuity	Gratuity in accordance with the provisions of the Payment of Gratuity Act, 1972. As per the Gratuity Act, gratuity is payable to employees only on the completion of continuous service of at least 5 years with the Company, and is computed at the rate of 15 days basic salary for every completed year of service, subject to the limit prescribed by law. As per the Gratuity Act, employees shall not be eligible to receiving any gratuity if the duration of the continuous service is less than 5 years. However, Synopsys India has considered its obligations under the Gratuity Act and modified its policy to be more beneficial to employees. As per the Company's policy, an employee's entitlement to gratuity shall be as follows: On completion of 3rd year @15 days of the Basic salary, @22 days of Basic Salary for 4th year, @30 days of Basic Salary for >=5 years.
Medical Insurance	Up to INR 300,000 for family inclusive of self, spouse, dependent parents OR Parents In-Law and 2 children.
Life Insurance	Employee only. Three times of Tcomp (Annual Base salary + Variable Incentive)
Personal Accident Insurance	Employee only. Three times of Tcomp (Annual Base salary + Variable Incentive)
Lunch & Snacks	Meal card worth 2200/- are provided monthly. Besides this refreshment and snacks available at in-house breakout areas without any charge.
Health Management Program	Company offers reimbursement of up to Rs. 15,000/- per annum to employees to pro-actively take care of their health & wellness. Please contact TeamHR for details.
<u>LEAVE PROGRAM</u>	
Statutory Holidays	10 days per annum
Sick Leave (SL)	A maximum of 15 days per annum
Casual Leave (CL)	A maximum of 10 days per annum
Privilege Leave (PL)	15 work days per annum (WITH A CAP OF 30 days). Unused amounts can be encashed upon resignation or retirement per company policy.
Maternity leave	26 weeks

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Paternity leave	10 work days
Bereavement leave	3 days
Employee Stock Purchase Program (ESPP)	ESPP is a benefit extended to all employees, to purchase Company's common stock at a discounted price of 15% on share value. Employees can contribute up to 15% of their eligible earnings. Please contact TeamHR for details.

- In addition, Synopsys India also offers Superannuation, National Pension Scheme and contribution to Voluntary Provident Fund.
- This information is only indicative in nature. Please refer to detailed policies for eligibility. This information cannot be used as a reference to avail benefits.



Annexure III

Terms and Conditions of Employment

1. **RESPONSIBILITIES**

Your primary responsibility will be as a **R&D Engineer, II** in **SG**. The Company reserves the right to change your role, position, department, reporting structure, duties and/or responsibilities from time to time. The Company also reserves the right to change your work / shift timings as the Company may deem appropriate. This may include working in night shifts and/or during weekends.

2. **SUBMISSION OF DOCUMENTS**

You will be required to submit the documents listed in Schedule A to the Human Resources Department on or before your first day of employment with the Company.

3. **COMMENCEMENT OF EMPLOYMENT**

07-06-2021

Should you accept our offer, your employment with the Company shall commence on _____, shall continue until terminated in accordance with the section 12 hereunder.

4. **LOCATION**

Your initial appointment and location of employment will be at the office of the Company located in **IN01 - Bangalore - R&D** and thereafter at locations as may be required by the Company from time to time. You hereby provide your consent to the Company to relocate or change your work to another location, department, project, branch or affiliate, as the Company may deem fit and necessary from time to time. The Company may also require you to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.

5. **PROBATION**

You shall be on probation for a period of 6 months from the date of joining the Company, which period may be extended or reduced by the Company in writing at its sole discretion ("Probationary Period"). Upon successful completion of the Probationary Period, your employment with the Company shall automatically be deemed to have been confirmed unless the Company terminates your employment.

6. **COMPENSATION**

In consideration of the services and obligations to be rendered by you, as per the terms and conditions contained herein, you shall be eligible to receive an all-inclusive remuneration (on a cost-to-Company basis) as provided in **Annexure I**. Such remuneration shall be subject to all applicable statutory withholdings, contributions and deductions. The Company reserves the right to change the remuneration structure from time to time.

Additionally, you may be eligible to participate in the variable compensation plan, details of which may be provided to you upon joining.

If you are eligible, your variable compensation plan, shall include any statutory bonus. However, during the years in which you do not qualify to earn any payments under the variable compensation plan, you may be



eligible to receive a minimum payment amount, which shall be equivalent to the minimum amount of statutory bonus.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

7. BENEFITS

- (a) To the extent you are eligible, you shall be entitled to participate in the Company sponsored / administered benefits programs, including hospitalization, life and personal accident insurance plans, in accordance with the terms and conditions of Synopsys India. Detailed information about employee insurance plans will be provided to you upon the commencement of your employment. All such benefits will be provided in accordance with, and will be governed by, the relevant formal plan document(s) or policy(ies). The Company reserves the right to unilaterally revise any part of the standard benefit package or to eliminate any benefit there under altogether at any time, with or without notice.
- (b) As a full-time employee, you shall be entitled to leave as per Company policies as applicable from time to time. You shall also be eligible for the declared holidays as applicable to you based on your location.

8. DUTY OF LOYALTY

- (a) **Best Efforts:** You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. Since our offer is for a full-time employment position with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis, to offer your services with or without consideration to any physical person, legal entity or public authority, or be occupied in your own business, without the prior written consent of the Company.
- (b) **Exclusivity of Service:** During your employment, you shall not undertake any other business or occupation or become a director, officer, employee, consultant, advisor, shareholder, partner, proprietor or agent (as the case may be) of any other company, firm or individual, without the prior written consent of the Company.
- (c) **Authority:** During your employment, you will not enter into any contract, agreement or arrangement with any person or entity that binds the Company or creates any liability or obligation (financial or otherwise) upon the Company, without obtaining a specific prior written permission from the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- (d) **Disclosure of Conflict:** You are required to disclose to the Company, in writing, all of your business interests, if any, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances, in respect of which there is or there might, in the future, be a conflict of interest between the Company and you. You agree to disclose fully to the Company in writing any such interests or circumstances which may arise during your employment immediately upon accruing of such interest or occurring of any such circumstances.
- (e) **Communication with Media:** You shall not communicate with the media or journalists in relation to the Company, its affiliates, or their business or activities, without the Company's prior permission.



- (f) **Representations & Covenants:** You represent to the Company that you have not appropriated any confidential, proprietary or trade secret information (including but not limited to written information, information contained in computer storage systems or information compiled or stored in any other manner) from any third party (including but not limited to any former employer), except as may have been expressly permitted in writing by such third party or its authorized representative. You covenant to the Company that you shall not appropriate any such information from any third party prior to joining the Company or at any time thereafter. You shall not disclose to the Company or its affiliates, or otherwise use during the course of your employment with the Company, any confidential, proprietary or trade secret information of any third party which you may possess, without such written permission.
- (g) **Defamation:** During the term of employment and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

9. CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

As a condition of your employment with the Company, on or prior to joining the Company, you will be required to sign and comply at all times with the provisions of, the Confidential Information and Inventions Assignment Agreement (“Agreement”), as provided in Schedule B. In the event of any conflict between the provisions of this Annexure III and the Agreement, the provisions of the Agreement shall prevail.

10. COMPANY POLICIES, CODE OF CONDUCT AND COMPLIANCE WITH LAWS

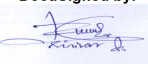
- a) You agree to observe and abide by all Synopsys India policies applicable and any other regulations, rules and policies, as amended from time to time by the Company, as well as any other regulations issued in the future by the Company. Please visit the following link for a copy of the current applicable policies: http://teamhr/ES/Pages/EmployeeServices_India.aspx . In addition, you agree to comply with the Company’s Standing Orders as may be applicable from time to time.
- b) Upon employment, you will sign and comply with the Synopsys Code of Ethics and Business Conduct, which is an integral and critical condition of your employment with the Company.
- c) Synopsys India may, in its sole discretion and unilaterally, amend the terms of your employment as contained in this offer letter, your compensation and benefits and any and all policies as may be applicable to you from time to time.

11. DATA PRIVACY

- a) You hereby explicitly and unambiguously consent to the collection, use and transfer of your personal data (including personal sensitive data) by and among members of the Company and its affiliates.
- b) You understand and accept that the Company or any affiliate may hold, retain, use and periodically transfer certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, salary, nationality, job title, residency status for the

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purpose of implementation, administration and management of the employment and related purposes.

- c) You accept that the recipients may be located in India or any other country which may have different data privacy laws applicable.

12. EMPLOYMENT TERMINATION

- a) **Termination by either party during probation period:** During the probationary period, (i) should you wish to terminate your employment, you may do so by giving a fifteen (15) days notice in writing to the Company and (ii) the Company shall be entitled to terminate your employment immediately without giving you any notice or pay in lieu of notice.
- b) **Resignation:** After successful completion of your probation period, you may voluntarily resign or terminate your employment with the Company by giving the Company 60 days' notice in writing, unless otherwise mutually agreed. In case you have given a notice to resign or terminate your employment, the Company may, at its sole discretion, require you to (i) leave service at any time during the notice period without any salary in lieu of notice or pro-rated salary for the balance unexpired portion of the notice period and/or (ii) take your accrued but unused leave days during the notice period.
- c) **Termination by Company:** After confirmation of your employment with the Company, except as otherwise set forth herein, your employment may be terminated by the Company by giving you 60 days' notice in writing, or with immediate effect upon giving you salary in lieu of the notice or pro-rated salary for the balance notice period in case you have been permitted to work during the notice period.
- d) **Suspension or Termination for Misconduct:** Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of your employment, the Agreement, the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws, Company policies, and/or Standing Orders (if applicable).
- e) **Abandonment of Employment:** Absence for a continuous period of seven (7) days from work without prior written approval (including due to unapproved overstay of leave/ training), would be construed as your abandonment of employment and your service with the Company shall automatically cease.
- f) **Garden Leave:** The Company reserves the right to place you on garden leave at any time during your employment or notice period. You shall continue to be employed with the Company during the period of garden leave and the Company shall pay you salary and applicable benefits during such period of garden leave. During the garden leave period, the Company in its sole discretion may: (i) cease to vest in or assign to, you any powers or duties or to provide any work to you; (ii) change your duties in whatever way the Company decides is appropriate; (iii) require that you do not contact or communicate with any current, former or proposed clients, customers, employees, or vendors of the Company; (iv) exclude you from the premises of the Company; and/or (v) announce to employees,

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clients, customers, vendors, etc. of the Company that you have been given notice of termination or resigned (as the case may be). You hereby acknowledge and confirm to comply with any additional conditions laid down by the Company during the period of garden leave and accept that your duties of confidentiality and good faith continue to apply, together with all of the duties and obligations towards the Company.

- g) **Return of Property and Separation and Release Agreement:** Upon termination of your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including all IP and any leased properties), documents, files, books, papers, information, memos or any other property of the Company in your possession or under your control. Further, the Company may require you to sign a Separation and Release Agreement without any additional compensation. If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or on termination of your employment with the Company.
- h) **Retirement:** You will automatically retire from the Company on attaining the age of 60 (sixty) years. An extension may however, be given at the discretion of the Company

13. DISPUTE RESOLUTION

- a) The parties agree that at all times; all attempts shall be made to resolve all differences howsoever arising out of or in connection with your employment, by discussion. If within fifteen (15) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to arbitration, provided that:
 - (i) Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (“ACA”);
 - (ii) There shall be one arbitrator appointed jointly by the parties, failing which the arbitrator shall be appointed as per the provisions of the ACA;
 - (iii) Until the arbitration proceedings are complete, parties shall not take their disputes to a Court of Law. All hearings shall be held in English and the seat and place of arbitration shall be in Bangalore.
- b) Notwithstanding the aforesaid provisions, in the event of any breach or apprehended breach of your employment provisions, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.

14. GENERAL PROVISIONS

- a) **Successors and Assigns:** The terms and conditions of employment shall inure to the benefit of, and be binding on, you and the Company and our respective heirs, administrators, executors, representatives, successors and permitted assigns. The Company shall have the right to assign your employment to any affiliate or successor (whether direct or indirect, by purchase, amalgamation, arrangement, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company. You, by your signature hereto expressly consent to such assignment. You shall not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of your rights or obligations as an employee of the Company .



- b) **Severability:** If any part of the terms and conditions of employment is found to be unlawful or otherwise unenforceable by any court of competent jurisdiction, that part will be severed from your terms and conditions of employment and the remainder will remain in full force and effect.
- c) **Governing Law and Jurisdiction:** Your employment with the Company shall be construed in accordance with the laws of India and subject to arbitration, the courts in Bangalore shall have exclusive jurisdiction in relation to any disputes.
- d) **Entire Agreement:** These terms and conditions of employment supersede all prior agreements, and constitutes the entire agreement between the Company and you with respect to your employment. Any and all previous agreements, written or oral, express or implied, between the Company and you, relating to your employment are superseded and replaced.
- e) **Modification of Agreement:** Any modification to the terms and conditions of employment must be in writing and signed by both you and the Company or it shall have no effect and shall be void.
- f) **Satisfaction of all Claims:** You agree to accept the pay in lieu of notice as described in Section 12 in full and final settlement of all amounts owing to you by the Company on termination, including any payment in lieu of notice of termination, and any other entitlement you may have under any applicable statute and any rights which you may have at common law and you hereby waive any claim to any other payments or benefits from the Company. In agreeing to the terms set out in this letter agreement, you specifically agree to execute a formal release document to that effect and will deliver upon request appropriate resignations from all offices and positions with the Company, if, as and when requested by the Company upon termination of your employment.
- g) **Salary Revision:** Your salary may be reviewed by the Company periodically as per the policy of the Company. Your increments. If any, in the grade are discretionary and will be subject to and on the basis of effective performance and results of the Company and yourself, besides overall economic factors.
- h) **Medical Fitness:** Your employment is subject to you being found fit at all times by a medical officer appointed / nominated by the Company. During the term of your employment with the Company, you are required to be medically fit to perform the services assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. You may accordingly be required to undergo periodical medical examination as and when intimated to you by the Company.
- i) **Conditionality:** As a condition of employment with the Company, you are required to:
- i. Complete Synopsis India Application for Employment; and
 - ii. Execute the Company's:
 - Code of Ethics and Business Conduct
 - Confidential Information and Inventions Assignment Agreement
- j) **Feedback and Reference Checks:** Please note that our offer for employment with the Company is conditional upon satisfactory feedback from your references and necessary background, academic, medical, credit/financial and criminal checks. Our offer is also contingent upon your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company. The Company reserves the right to withdraw its offer of employment without any obligation whatsoever; in the event that it determines or believes that any contractual or other obligation may materially limit your ability to engage in business activities for the Company.

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- k) **Confidentiality:** The terms and conditions of your employment, including the details of compensation & the job grade, is strictly private and confidential. Breach of this confidentiality obligation in any form (by way of disclosure to employees of Synopsys India or to anyone outside the Company) will be a deemed misconduct and may lead to disciplinary action including termination of your employment.

Schedule A

List of documents / information to be submitted by the individual to the Company prior to joining:

1. Original Relieving Letter from all your previous employer(s)
2. Original Experience Letter from all your previous employer(s)
3. Copy of your most recent passport
4. Originals of professional qualification certificates
5. Copy of educational mark sheets for 10th, 12th, graduation (all semesters), post-graduation if applicable (all semesters)
6. Copy of 10th, 12th pass certificates and degree certificates for graduation, post-graduation (if applicable).
7. Copy of most-recent pay slip issued by existing / previous employer
8. Details of your existing provident fund account number, if any
9. Cancelled cheque as KYC for Provident Fund Form having the name, account number and IFSC code as will be mentioned in the Employee Provident Fund form
10. Copy of Self Attested Permanent Account Number (PAN) card
11. 4 recent passport-sized photographs
12. 1 Passport size photograph each of maximum 5 dependents who are included in the Medclaim policy of the company (E.g. Parents, children, Spouse, and siblings up to the age of 25 years)
13. Proof of address
14. Resignation acceptance from your previous employer

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DocuSigned by:

A digital signature in blue ink, appearing to be "Srinivas", enclosed in a blue DocuSign signature box. Below the signature box is the alphanumeric string "84A2912662B641D...".

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15. Proof of Age
16. Marriage Certificate (if married)
17. Form 16 of the current year or statement of computation of income tax, as issued by your previous employer.
18. Copy of Self Attested Aadhar Card

Schedule B

Copy of Confidential Information and Inventions Assignment Agreement

The following confirms an agreement between me and Synopsys in India (Synopsys India), on behalf of itself and its affiliates and group entities (hereinafter the "Company"), which is a material part of the consideration for and a condition of my employment by Synopsys India (the "Agreement"). Hereinafter Synopsys India or I may sometimes be referred to singularly as a "Party" or collectively as the "Parties."

1. Proprietary Information. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including confidential fields generally related to its business, and that the Company possesses and continues to possess proprietary and/or confidential information that has been created, discovered, developed or otherwise become known to the Company (including, without limitation, information created, discovered or developed by, or made known to, me during the period of or arising out of my employment by Synopsys India) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged in part based on it being kept confidential. All of the aforementioned information is hereinafter called "Proprietary Information" By way of illustration, but not limitation, Proprietary Information includes trade secrets, algorithms, processes, data, know-how, computer software in both source and object form, interfaces, data structures, improvements, inventions, works of authorship, techniques, marketing plans, strategies, forecasts and customer lists.
2. Relationship of Trust. I understand that my employment creates a relationship of confidence and trust between me and Synopsys India with respect to any confidential information:
 - (i) applicable to the business of the Company; or
 - (ii) applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
3. Covenants. In consideration of my employment by Synopsys India and the compensation received by me from the Company from time to time, I hereby agree as follows:

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- A. Ownership; Duty of Non-Disclosure. All Proprietary Information shall be the sole property of the Company, and Synopsys India and/or its affiliates or group entities, as the case may be, shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to Synopsys India any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by Synopsys India and after its termination, I will keep in confidence and trust all Proprietary Information or confidential information belonging to a third party entrusted to the Company, and I will not use or disclose such Proprietary Information or third-party confidential information or anything relating to it without the written consent of Synopsys India, except as may be necessary in the ordinary course of performing my duties in good faith for Synopsys India in furtherance of the Company's business and in accordance with Company policies.
- B. Ownership; Return of Property. All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, as well as intangible property, furnished to me by the Company or produced by me or others in connection with my employment shall be and remain the sole property of the Company and shall be returned to Synopsys India immediately as and when requested by Synopsys India. Even if Synopsys India does not so request, I shall return and deliver all such property upon termination of my employment by me or Synopsys India for any reason and I will not take with me any such property or any reproduction of such property upon such termination.
- C. Disclosure of Inventions. I will promptly disclose to Synopsys India, or any persons designated by it, all inventions, works of authorship, processes, techniques, know-how, formulae, data, ideas, improvements and other information (including, without limitation, algorithms, interfaces, data structures or software, whether in source or object form) made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment, whether or not in the course of my employment and whether or not patentable, copyrightable or protectable as trade secrets (collectively, the "Inventions").
- D. Assignment of Rights and Interest. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act of 1976 of the USA and that Synopsys India will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for Synopsys India, or (iii) relate to the Company's business or actual or demonstrably anticipated research and development (the "Assigned Inventions"), will be the sole and exclusive property of the Company. In consideration of my employment with Synopsys India, I agree to assign, and do hereby irrevocably, unconditionally and in perpetuity assign, any and all rights I may have or acquire in the Assigned Inventions to Synopsys India. In addition to the foregoing assignment of Assigned Inventions to Synopsys India, I agree to assign, and do hereby irrevocably transfer and assign, to Synopsys India: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of Synopsys India. "Moral Rights" mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions, or to withdraw from circulation or control the publication or distribution of any Assigned



Inventions, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

- E. Assistance. I agree to perform all acts deemed necessary or desirable by Synopsys India to permit and assist it, at Synopsys India's expense, in obtaining, maintaining and enforcing patents, copyrights, mask work rights, trade secret rights, and other legal protections with respect to the Assigned Inventions and/or other Inventions I may at any time assign to Synopsys India in any and all countries. Such acts may include, but are not limited, to, execution of documents and assistance or cooperation in legal proceedings or to perfect title in Synopsys India, its nominee or assigns. My obligations under this paragraph will continue beyond the termination of my employment with Synopsys India, provided that Synopsys India will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at Synopsys India's request on such assistance. I hereby irrevocably designate and appoint Synopsys India and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any applications or related filings and to do all other lawfully permitted acts to further the prosecution, maintenance and enforcement, issuance of patents, copyrights, trade secret rights, rights with respect to mask works or other rights thereon with the same legal force and effect as if executed by me.
- F. Prior Inventions. I have attached as Appendix A to this Agreement, a list describing all inventions, works of authorship, processes, services, concepts, techniques, know-how, formulae, data, ideas, improvements and other information (including, without limitation, algorithms, interfaces, data structures or software, whether in source or object form) made, conceived, or reduced to practice or learned by me, either alone or jointly with others, which belong to me, which relate in any way to the Company's proposed business, products or research and development, and which are not assigned to the Company (the "Prior Inventions"). If no such list is attached, I represent that no Prior Inventions exist. I further agree that, if I use in the scope of my employment, or incorporate in any product or service of the Company any Prior Inventions that I hereby grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, assignable, worldwide license to make, have made, import, sell, modify and create works based on, use, copy, distribute, import, and perform or display such Prior Inventions for any purpose and to sublicense third parties with the same rights.
- G. Efforts; Duty Not to Compete. I understand that my employment with Synopsys India requires my undivided attention and effort. As a result, during my employment, I will not, without Synopsys India's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with the Company's business interest or causes a disruption of its operations.
- H. No Solicitation of Employees. During my employment with Synopsys India and for one (1) year following the termination of my employment, I shall not, either directly or indirectly, solicit or in any way encourage any employee of the Company to leave his or her employment with the Company for any reason or to devote less than all of his or her efforts to the affairs of the Company, or to otherwise engage in any activity calculated to have such a result.



- I. Non-Solicitation of Suppliers/Customers. During and after the termination of my employment with Synopsys India, I will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, I use or disclose any trade secrets or proprietary or confidential information of the Company. I agree that the non-public names and addresses of the Company's customers and suppliers, and all other confidential information related to them, including their buying and selling habits and special needs, created or obtained by me during my employment, constitute trade secrets or proprietary or confidential information of the Company.
 - J. No Breach of Prior Obligations. I represent that my performance of all the terms of this Agreement will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith. I further represent that execution of this Agreement, my employment with Synopsys India and my performance of my proposed duties to Synopsys India in the development of its business will not violate any obligations I may have to my former employer. I represent that I will not bring with me to Synopsys India or use in the performance of my duties for Synopsys India any documents, materials, or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.
4. Equitable Remedies. I also understand that any breach of this Agreement related to the ownership or improper use, disclosure or misappropriation of a Party's proprietary, confidential or trade secret information, or inventions (including but not limited to the Proprietary Information defined above) will cause irreparable harm to the injured Party for which damages would not be an adequate remedy, and, therefore, the injured Party will be entitled to specific performance or other injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.
5. No Expectation of Privacy in Electronic Resources or Workspaces. I acknowledge that I have no right of personal privacy with respect to the Company's electronic resources, which include but are not limited to all networking, computing, telephonic and other electronic systems to which I may be given access in connection with my employment, nor do I have any right of personal privacy in any workspace within Synopsys India's facilities. This means that Synopsys India can access, monitor or search any such electronic resource or workspace at any time, with or without notice.
6. Dispute Resolution
- A. The Parties agree that at all times, all attempts shall be made to resolve all differences howsoever arising out of or in connection with your employment, by discussion. If within fifteen (15) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to arbitration, provided that:
 - (i) Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 ("ACA");
 - (ii) There shall be one arbitrator appointed jointly by the Parties within 30 days of the dispute, failing which the arbitrator shall be appointed as per the provisions of the ACA;
 - (iii) All hearings shall be held in Bangalore and the language of the arbitration shall be in English.
 - B. I hereby agree to sign such additional documents or forms as may be required by Synopsys India (including under applicable law) in relation to reference of the dispute to arbitration.
 - C. Notwithstanding the aforesaid provisions, in the event of any breach or apprehended breach of employment provisions, Synopsys India shall be entitled, in addition to all other remedies, to approach a



court of law for any interim relief or injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.

7. Heirs and Successors. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of Synopsys India, its successors and assigns. Synopsys India may assign any of its rights and obligations under this Agreement. I may not assign, whether voluntarily or by operation of law, any of my rights and obligations under this Agreement, except with Synopsys India's prior written consent.

8. Waiver. I understand and agree that no waiver of any provision of this Agreement shall be of any force or effect unless made pursuant to a writing executed by the Company's General Counsel.

9. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of India.

11. Entire Agreement; Modification. This Agreement reflects the full and final agreement regarding its subject matter and there are no other agreements on these subjects. This Agreement supersedes any prior agreements, written or oral, regarding these subjects. This Agreement may be modified only by a written agreement signed by me and an authorized representative of Synopsys India.

12. Acknowledgment of Voluntary Agreement. By signing below, I acknowledge that I have carefully read and understand this Agreement and enter into it voluntarily and free from any duress or coercion.

13. Effective Date. This Agreement shall be effective as of the first day of my employment by Synopsys India.

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Candidate Signature:

Print Name: G N V Srinivas Kumar Motupalli

Date: 30-04-2021

On behalf of Synopsys India:

DocuSigned by:

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Signature

Print Name: Hussain, Taufiq (taufiq-IN-HR)

Title:

DocuSigned by:

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APPENDIX A TO AGREEMENT

LIST OF PRIOR INVENTIONS AND/OR ORIGINAL WORKS OF AUTHORSHIP

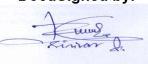
<i>Title</i>	<i>Date</i>	<i>Identifying Number and Brief Description</i>

_____ No Inventions or Original Works of Authorship

_____ **Additional Sheets Attached**



Regd. Office : 5th Floor, Tower 'A', RMZ Infinity, Municipal # 3, Old Madras Road, Benniganahalli, Bangalore - 560 016, India.
Phone : +91-80-40188000, Fax : +91-80-30523800

DocuSigned by:

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