



TERADATA (SINGAPORE) PTE LTD
(Company Reg. No: 200707444K)

8 Temasek Boulevard #07-04
Suntec Tower Three, Singapore 038988
Tel: (65) 6398 3200
Fax: (65) 6836 0031
Teradata.com

PRIVATE & CONFIDENTIAL

12 July 2016

Vivek Shandilya

Dear Vivek,

LETTER OF APPOINTMENT

This letter details the terms of your employment with Teradata Singapore as **MDM Solution Architect (grade 11)** reporting to **Latesh Pant, PS Manager**.

The work location is currently the TERADATA office located at Suntec Tower, Singapore. Changes in TERADATA real estate may result in the reassignment of this position to another TERADATA office, shared space at a customer site, or a virtual assignment where you work primarily from your home. Should this occur, existing TERADATA policies will describe the conditions associated with such a reassignment.

The following are the details of this offer. This appointment is subject, where applicable, to you obtaining approval for valid work permit/employment pass and permanent residency from the relevant government authorities.

1. DATE OF APPOINTMENT

Your date of appointment will be on **15th August 2016**.

2. PROBATION PERIOD

You are required to serve a probation period of six (6) months from the date of your official employment with the Company.

3. WORKING HOURS

Your working hours will be dependent on the nature of your assignments and your level of responsibility. As a point of information, the working hours in the Singapore office are: As a point of information, the working hours in the Singapore office are:

Mondays to Fridays: 8.30 a.m. to 5.30 p.m. **OR** 9.00 a.m. to 6.00 p.m.

4. COMPENSATION AND ALLOWANCES

Target Compensation

Your target compensation includes your fixed compensation, paid on a monthly basis, and your target incentive, paid against specific objectives. Your incentive is calculated based on the Teradata Solutions Compensation Plan (details to be provided separately).

Fixed Compensation: Your base salary will be **SGD 10,000** per month or **SGD 120,000** per annum and will be credited monthly to your Singapore bank account on or about the 26th day of each month.

Target Incentive: **SGD 30,000** per annum



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Target Cash: **SGD 150,000** per annum (i.e. annual base salary plus target incentive)

Incentive Plan

You will be on the 80/20 (base/incentive) split. Incentive payments will be based on the achievement of specific Quantifiable Objectives. Payment against these objectives will be based on the Teradata Solutions Compensation Plan. Objectives will be confirmed with you upon commencement. Rules regarding the plan will be issued annually.

Transportation Allowance: Based on company policy, you are eligible to receive a transportation allowance of SGD 845 per month. This transportation allowance should be used for all transportation-related expenses including parking fees at customer sites, TERADATA office and other business-related travel costs within Singapore.

5. PERSONAL INCOME TAX

You have the personal responsibility for any tax obligations in any country for which you may have tax obligations. Teradata will not provide any tax consultation or preparation assistance, or be responsible for any tax obligations that arise in any country.

6. OVERTIME CLAIMS

You are not eligible for overtime claims.

7. ANNUAL LEAVE

In accordance with local Company policies, your annual leave entitlement is as follows:

Length of Service	No. of days
1 st to 4 th year	14
5 th to 8 th year	18
9 th year and above	22

Annual leave is prorated based on your start date with the company and shall be credited to you 3 months after your start date with us.

8. CENTRAL PROVIDENT FUND (CPF)

CPF contributions if any will be made in accordance with the prevailing Singapore CPF legislation.

9. OTHER BENEFITS

You will be entitled to other benefits that are provided to regular employees in Singapore such as insurance, medical and dental care, in accordance with the prevailing Company policies. TERADATA also offers medical benefits coverage for your dependents. You will be advised on these benefits during orientation.

10. EMPLOYEE STOCK PURCHASE PLAN

You will be entitled to participate in the TDATA Corporation Employee Stock Purchase Plan whose rules and regulations are governed by TDATA Corporation. You may enroll into the plan during any open enrollment period. Open enrollments are generally held January -February and July-August each year. The plan enables you to contribute up to 10% of your gross annual pay towards the monthly purchase of Teradata stock at 85% of the purchase date price (maximum contribution subject to plan limits). Details of the plan and on-line enrollment instructions can be viewed on HReXpress or obtained from Payroll. Teradata may withdraw, vary or amend the Stock Purchase Plan from time to time at its absolute discretion, without additional compensation to you.



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11. PERFORMANCE & SALARY REVIEW

The performance review is conducted yearly for the purpose of assessing your performance in the current assignment and to provide a basis for your salary review which occurs every March as per current policy & practice. You have to serve a minimum of six (6) months in the new role **prior to** the date of review in order to be eligible for merit increase.

12. CONFIDENTIALITY & FIDELITY

In line with our Corporate Policies on Intellectual Property Rights, you will be required to sign a confidentiality agreement with the Company.

Also, please be reminded that on salary and remuneration matters, you are to maintain and treat these with strict confidentiality and without disclosure to anyone. Other than yourself, only a few authorized staff knows your personal remuneration, and each one is expected to exercise strict confidentiality when dealing with this type of information.

13. TERADATA CODE OF CONDUCT – OUR SHARED VALUES

You will be required, upon joining TERADATA, to review and become familiar with the TERADATA Code of Conduct, which is the way that we conduct our business. You will be required to comply with the code of conduct and act in a manner consistent with the TERADATA Shared Values.

As part of your orientation to TERADATA, employees, including senior management, are required to complete a 30 minute web-based training and certification module on the TERADATA Code of Conduct. This module is designed to familiarize you with our global standard of business conduct required for a U.S. based corporation. While we recognize there are local laws and regulations that must also be followed, it is important that all employees understand and adhere to our global standard of business conduct. Directions for accessing the training are outlined below will be provided via email upon your employment with TERADATA.

Your completion of the TERADATA Code of Conduct training demonstrates your personal commitment to conducting business legally and ethically. This training must be completed within 30 days of your date of hire.

14. NOTICE OF TERMINATION

Either party may terminate this contract of employment by giving the other party at least one (1) calendar month's notice in writing with or without stating the reasons of termination or paying one month's salary in lieu of notice. In the event that you join a competitor of TERADATA, you are required to disclose the identity of your new employer in your termination notice.

15. BACKGROUND CHECK

Teradata at its discretion may, on its own or through an outside agency, conduct the background check of all the information and documents submitted you. You expressly consent for such background check and also agree that if Teradata, as a result of such background check, finds any discrepancy then your employment can be terminated with immediate effect.



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This contract shall be governed by and interpreted in accordance with the laws of Singapore.

We look forward to your favorable reply to this offer and the contributions you will make to TERADATA. Should you have any questions, please do not hesitate to contact the undersigned. If you accept this offer of employment and agree with the terms and conditions, please sign and return this letter of offer.

Yours sincerely,

Julie Dürkler
Human Resources Lead-SEA

ACKNOWLEDGEMENT

I, **Vivek Shandilya**, confirm the acceptance of the above terms and conditions of appointment. I will be able to commence work on **15th August 2016**.

Signature

Date