

HRD/3T/1002381794/21-22

September 3, 2021

Ms. Akhya Srivas
D-48 M.I.G Vishwa Bank Barra,
Near Priya Hospital
Kanpur nagar-208027
India

Ph: +91-6392488835

Dear Akhya,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2021.09.03 22:30:32 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
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Ms. Akhya Srivas
D-48 M.I.G Vishwa Bank Barra,
Near Priya Hospital
Kanpur nagar-208027
India

Ph: +91-6392488835

Dear Akhya,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **13-Sep-2021**.

Location

Your location of training is **MYSORE, India** . The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."*

Training

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.

Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually, during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Agreement

Our offer to you as **Systems Engineer** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

Compensation and Benefits

Salary

Your Total Gross Salary during training will be **INR 25,000 per month** and Total Gross Salary post allocation will be **INR 30,000 per month**. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

Training Performance - linked Incentive

You will be eligible for a Training Performance-linked Incentive (TPI) upon allocation to a Practice Unit, to a maximum of 20% of your Fixed Gross Salary, based on your performance in the training. The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250** .

The details of the Scheme would be available to you when you join the Company.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your full Name Location

Signature Not Verified

Digitally signed by Richard Lobo
Date: 2021.09.03 22:30:32 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
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ANNEXURE - I

(Compensation during the Training)

| COMPENSATION DETAILS (All figures in INR per month) | | | | |
|---|-----------------------------|----------|---------------------|---|
| NAME | Ms. Akhya Srivas | | | |
| ROLE | Systems Engineer | | | |
| ROLE DESIGNATION | Systems Engineer Trainee | | | |
| 1. MONTHLY COMPONENTS | | | | |
| BASIC SALARY | | | | 15,000 |
| BASKET OF ALLOWANCES | | | | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | | | | 2,850 |
| MONTHLY GROSS SALARY | | | | 22,328 |
| 2. ANNUAL COMPONENT | | | | |
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | | | | 150 |
| 3. RETIRAL BENEFITS | | | | |
| PROVIDENT FUND - 12% of Basic Salary | | | | 1,800 |
| GRATUITY - 4.81% of Basic Salary* | | | | 722 |
| FIXED GROSS SALARY (1+2+3) | | | | 25,000 |
| TOTAL GROSS SALARY | | | | 25,000 |
| OTHER BENEFITS | | | | |
| Scheme | Eligible Amount In INR | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12000 (without security) | Nil | 12 | Nil |
| All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time | | | | |
| *The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act | | | | |

ANNEXURE - II
(Compensation post Unit allocation)

| COMPENSATION DETAILS (All figures in INR per month) | | | | |
|---|-----------------------------|-------------------------------|-----------------------------|---|
| NAME | Ms. Akhya Srivas | | | |
| ROLE | Systems Engineer | | | |
| ROLE DESIGNATION | Systems Engineer Trainee | | | |
| 1. MONTHLY COMPONENTS | | | | |
| BASIC SALARY | | | 15,000 | |
| BASKET OF ALLOWANCES | | | 4,478 | |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | | | 2,850 | |
| MONTHLY GROSS SALARY | | | 22,328 | |
| 2. ANNUAL COMPONENT | | | | |
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | | | 150 | |
| 3. RETIRAL BENEFITS | | | | |
| PROVIDENT FUND - 12% of Basic Salary | | | 1,800 | |
| GRATUITY - 4.81% of Basic Salary* | | | 722 | |
| FIXED GROSS SALARY (1+2+3) | | | 25,000 | |
| 4. INCENTIVE COMPONENTS | | | | |
| | | At an indicative Payout of 5% | At indicative Payout of 10% | At indicative Payout of 20% |
| TRAINING PERFORMANCE LINKED INCENTIVE (TPI) | | 1,250 | 2,500 | 5,000 |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS) | | | | 26,250 |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS) | | | | 27,500 |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS) | | | | 30,000 |
| OTHER BENEFITS | | | | |
| Scheme | Eligible Amount In INR | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12000 (without security) | Nil | 12 | Nil |
| All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time | | | | |
| *The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act | | | | |



Strictly Private and Confidential

Date:01-Jun-2021

Ankita Kashyap
C9574417

Jay prakash Nagar Konch Jalaun

8127893646

Dear Ankita Kashyap,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group- Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Terms of Employment

Your employment with Accenture will be governed by the clauses mentioned in the attached "Terms of Employment". You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA and above in the current degree as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Version 2.1 (Feb 2021)

1


candidate's Signature

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

Pre-Onboard Learning Module: To provide our new joiners with a unique learning experience, Accenture has designed a special online learning module called - Technology Fundamentals Online Learning Program (Hereinafter referred to as "program"). This program further provide details about the training opportunities and terms of training/assessments that were shared with you in your Letter of Intent. To ensure that you have ample time to learn at your own pace, and prepare for the ensuing assessments, you will have complete access to the program for 45 days from the date you receive the training link.

Details of the program and assessment are as below:

- The program is hosted on a virtual platform that you can access from anywhere and it will provide you with all the information and trainings that you need to begin your career at Accenture.
- After going through all the learning modules, you will be required to go through Technology Fundamentals Assessments based on what you have learned in the program.
- On successfully completing the program within 45 days and clearing the program assessments in your first attempt, you will be eligible to receive a learning Incentive of INR 10,000.
- In case you fail to clear the assessments in your first attempt, or do not complete the program within 45 days from the receipt of the training link, you will not be eligible for any learning incentive.
- To clear the assessments, you will need to score a minimum of 60% marks in each assessment test. In case are not able to score the required 60% in your first attempt, you will get two additional attempts where you will need to score a minimum of 65% marks to successfully clear the assessments.
- During each re-attempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you.

Your employment with Accenture is subject to you successfully completing the program assessments mentioned above. In case you are not able to clear the program assessments in three attempts, your offer will stand revoked.

After successful completion of the aforementioned assessments, and after joining the Company, you will need to undergo further training program(s), with specified timeframes, for the specific skill-set assigned to you. Periodic tests will be conducted throughout this training program and you are expected to clear all of them. You will need to score a minimum of 60% marks in each of these tests to clear the Accenture-specific training program. If you are unable to score 60% in your first attempt, you will get two more opportunities to take the test and score the required passing percentage. Your employment with Accenture is subject to you successfully completing the Accenture-specific training program. If you are unable to clear the Accenture-specific training program tests in three attempts, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure (II) along with the signed copy of this offer letter and Terms of Employment.



After accepting this offer, we encourage you visit Countdown to the Company (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This on-line, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history - as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to:

<https://indiacampus.accenture.com/candidate>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:



ANKITA KASHYAP

[Insert full legal name]



candidate's Signature

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

| Total Cash Compensation Elements | |
|--|--------------|
| | Annual (INR) |
| (A) Annual Fixed Compensation | 383000 |
| (B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%) | 32500 |
| Maximum Annual Total earning potential (A+B) | 415500 |
| Joining Bonus (Refer to the Section C) | 25,000 |
| (D) Additional Benefits | |
| Gratuity as per law [#] | 9500 |
| Insurance Premium(notional value) | |
| Total Cash Compensation + Total Additional Benefits (A+B+C+D) | 450000 |

(A) Annual Fixed Compensation

• Your annual fixed compensation is INR 383000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus programme (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB programme guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.



(C) Joining Bonus

You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below.

- Joining Bonus: of INR 25,000 payable upon joining the organization and will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000



In addition to the above, you will also be eligible for the following benefits:

1. Gratuity amount is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.



ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Mr. Anuj
S/o. Nathiram
138 , Pinjora, Malhipur Road, Saharanpur
Saharanpur
Uttar Pradesh - 247001

Oct 30, 2021

Letter of Appointment

Employee Code - 89040

Dear Anuj,

We are pleased to inform you that you have been appointed as **Associate Engineer – Software Programming** effective from **Oct 25, 2021**.

Your employment with IndiaMART Intermesh Limited ("Company") will be governed by Company's policies, as modified, from time to time and at Company's sole discretion, upon notice to you. The terms and conditions contained herein ("Terms of Employment") must be read as a part of all the Company's current policies.

1. Compensation

- 1.1 The compensation shall be **Rs 50000/- p.m.** which includes agreed monetary values of perquisites. The details and break-up of salary in terms of compensation and benefits will be as per **Annexure A** to this letter. Income tax where applicable will be deducted at source from your monthly compensation as per the government rules and regulations.
- 1.2 You are required to provide statement of income till date for this financial year, as well as proof of tax saving for the current financial year. Please note that the company will not be liable for any misrepresentation in your declaration of your income prior to joining the company.

2. Background Check

- 2.1 You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to have provided any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks.
- 2.2 If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

3. Leave Policy

- 3.1 You will be entitled to Festivals & National Holidays and leaves as per the policy of the company. For the purposes of the leave the Calendar year is followed. Detailed leaves are visible on the Company's Intranet.
- 3.2 All leaves should be applied in advance and should be approved by the manager. The company reserves the right to grant the leave applied, depending on the exigency of work.
- 3.3 Maternity leaves will be applicable as per Annexure B

4. Salary and Benefits

- 4.1 Your compensation will be reviewed on an annual basis via annual appraisals unless otherwise decided as per the policy of the company and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.
- 4.2 Unless otherwise provided by Company, your salary shall be paid in monthly instalments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible, or elected deductions or set-offs applicable to your employment.
- 4.3 In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary, and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.
- 4.4 You will strictly maintain confidentiality of your salary details during your employment or thereafter. Any salary information sharing will be considered as violation of the company's values.
- 4.5 The quarterly PLI will be paid only to employees where the score is finalized for the quarter completed.

5. Statutory and other benefits

- 5.1 Company will provide you coverage under Accidental life insurance policy from day one. At the start of the first full calendar month after expiration of thirty (30) days from your effective start date, you will be enrolled in Medidaim policy.
- 5.2 Under applicable laws, you may be able to participate in schemes sponsored by the Government of India and any relevant state governments. On being covered under any of these schemes, Company may, at any time and in its sole discretion, deduct from your salary, upon notice to you, portion of any contributions payable by you under the schemes.

6. Duties

- 6.1 The roles, responsibilities, and duties appropriate to your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and/or its Subsidiaries.

7. Ownership of work

- 7.1 The ownership of any rights arising out of or in relation to the employment during the said period of employment in in any work shall be vested in the company. In case, any document is required to be executed for conferring such rights in favour of the company shall be executed by you as and when required.

8. Hours of Work

- 8.1 A working week shall comprise maximum 48 hours of working in a week.

9. Placement of Employment

- 9.1 You acknowledge and agree that you may be assigned, transferred or deputed to other branches /departments or units of the Company and/or its affiliates holding or subsidiary companies either in existence or may come into existence whether in India or abroad. In the event of any such assignment, transfer, or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation, or transfer.

10. Termination and Notice Period

- 10.1 Your employment shall terminate immediately:
 - a) When you reach the age of 58 years or earlier if not medically or mentally fit.
 - b) Upon Company giving you thirty (30) days' notice of termination for any reason, with or without cause; Company may, in its sole discretion terminate your employment immediately by paying your basic monthly salary in lieu of giving you such notice; and/or
 - c) Upon Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) days of notice of such breach or within such period as notified to you as per policy of the company from time to time.

10.2 You may also have a right to terminate your employment with the Company by giving thirty (30) days' notice of termination. The Company may in its sole discretion accept the termination of employment by you with immediate effect or with such lesser period with the payment of basic salary in lieu of the notice period/balance period of notice or otherwise; and/or

10.3 Company may terminate your employment immediately, with or without notice, on the occurrence of your:

- a) Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- b) Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- c) Involvement in any act of moral turpitude.

11. Consequences of termination

11.1 Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return immediately to the Company:

- a) Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and
- b) All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.

11.2 Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.

11.3 Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

12. Mode of Communication

12.1 Official E-mail ID shall be allocated to you after joining. Any information including letter/notice of confirmation, transfer, promotion, termination, resignation, policy matters etc. by the Company shall be received/sent to you through this e-mail ID. You represent and warrant to use this E-mail ID only for the purpose of this employment

12.2 Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

13. Dispute Resolution

13.1 In case of any dispute or difference in respect of interpretation of the terms & conditions of this agreement, both the parties shall resolve the same amicably through discussions by the duly appointed representatives. However, any dispute having not resolved shall be referred to the sole arbitration by a person duly nominated by the company as an arbitrator, whose decision shall be final and binding on both the parties. The arbitration shall be at Delhi and proceedings shall be in English.

14. Confidentiality

14.1 "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, contractor, customer or client lists, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

14.2 You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.

14.3 During the term of your employment and thereafter, you shall:

- (a) hold the Confidential Information in the strictest confidence.
- (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you.
- (c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company.
- (d) give prompt notice to company of any actual or attempted unauthorized use or disclosure of confidential information.
- (e) ensure the compliance of SEBI (Prevention of Insider Trading) Regulations, 2015 and the Code of Conduct made in terms thereof.
- (f) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you, including in the event, where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.

15. Intellectual Property

15.1 You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, or other material which you conceive, discover or create during or in consequence of employment hereunder

("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

- 15.2 All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds therefrom, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to Company or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company and its affiliates and their employees, contractors or clients with respect to such rights and grant to Company and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.
- 15.3 You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.
- 15.4 You agree that you will not violate or attempt to violate the intellectual property rights, interests, or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you.

16. Data Privacy Policy

- 16.1 Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes in accordance with the policy of the Company.

17. Full time employment, Non-Compete and Non-Solicitation

- 17.1 During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business including but not limited to the activity or business which could result in direct or indirect competition with the business of the Company.
- 17.2 You must not directly or indirectly either during employment or for a period of 12 months thereafter, solicit, or try to entice away from the Company any person, employee, business leads or clients associated with the Company that you may have come across during your employment with the Company.

18. Warranties

- 18.1 You warrant that your employment Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.
- 18.2 You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company

18.3 You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.

18.4 You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Conduct) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with otherwise as applicable to the services provided by you hereunder.

18.5 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

19. Indemnification

19.1 You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.

20. General

20.1 These Terms of Employment and your employment is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. Company may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by Company to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Employment will be construed in accordance with and governed by the Laws of India.

20.2 These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

ACKNOWLEDGMENT

*I confirm that the given E-mail ID is my assigned official id anuj01@indiamart.com



Sidharth Gupta
Asst. Vice President – Human Resources
(IndiaMART InterMESH Ltd.)

I have gone through the aforesaid terms and conditions / terms of appointment and have fully understood the same. I hereby accept the above appointment on the terms and conditions stated herein above.

(Employee Name – Signature)

Date: _____



IndiaMART InterMESH Ltd.
6th floor, Tower 2, Assotech Business Cresterra,
Plot No.22, Sec 135, Noida-201305, U.P.
Call Us: +91 - 9696969696
E: customercare@indiamart.com
Website: www.indiamart.com

Annexure A

Compensation Break-up

| | | |
|--------------------------|---|--|
| Name | : | Mr. Anuj |
| Designation | : | Associate Engineer – Software Programming |
| Total compensation | : | Rs 50000/- per month |
| Break-up of compensation | | |
| Basic | : | Rs 25000/- per month |
| HRA | : | Rs 12500/- per month |
| Executive Allowance | : | Rs 12500/- per month |

Please note that the above-mentioned salary is inclusive of the deductions as per statutory requirements.

Date : 24th May 2022

Appraisal Letter ~ Desh Deepak (Employee Code: NST/892)

Dear Deepak,

We would like to congratulate you for your performance during the concluded appraisal review period. We sincerely acknowledge your commitment and efforts towards the organization and pleased to inform you that your CTC stands revised to **INR 6,00,000/- (Rupees Six Lakhs Only) per annum with effect from 1st April 2022**. Salary breakup attached as per Annexure – A.

In addition to above, you will also be eligible for **performance linked variable bonus up to INR 1,00,000/- (Rupees One lakh only)** which will be paid to you semi-annually in two equal installments in month of January'23 and July'23. This bonus award will reflect your excellent performance, the contributions you will make, and the goals achieved on behalf of **North Shore Technologies** in the evaluation period.

You are also being promoted to - **Software Engineer**.

Please note that your next appraisal will fall due on **July'23**.

Kindly treat this as strictly confidential and do not discuss your compensation with anybody in the organization except HR team.

The coming quarters would present us with newer challenges and opportunities. We look forward to your renewed commitment and splendid performance.

All other conditions of your employment remain the same.

Wishing you all the best,




Amita Shital

Head – Human Resources

*CTC includes all contributions made by the company to any funds statutorily required or otherwise and specifically includes contribution to PF under the PF Act 1952, Bonus under the Payment of Bonus Act 1965. The CTC however does not include Gratuity payable on completion of five years under the Payment of Gratuity Act 1972, nor any contribution made by the company to any group insurance.

NORTH SHORE TECHNOLOGIES (P) LTD.

(CIN : U72200DL1999PTC102142)

| Annexure A | | |
|---|--|-----------|
| SALARY BREAK UP | | |
| NAME | Desh Deepak | |
| DEPARTMENT | Solutions | |
| DESIGNATION | Software Engineer | |
| EFFECTIVE DATE | 1-Apr-22 | |
| CTC IN INR | 600000 | |
| Details | Monthly | Per Annum |
| Basic | 16,667 | 200,000 |
| HRA | 10,000 | 120,000 |
| *Flexi | 5,800 | 69,600 |
| Special Allowance | 14,973 | 179,680 |
| Statutory Bonus | 760 | 9,120 |
| Monthly Gross Salary (A) | 48,200 | 578,400 |
| Statutory Benefit (B) | | |
| P.F. (Employer's Contribution 12% of Basic or Rs 1800/- which ever is less) | 1,800 | 21,600 |
| Cost to Company (A+B) | 50,000 | 600,000 |
| Note: Below mentioned benefits are over and above the CTC at North Shore Technologies. | | |
| 1. Subsidized Medclaim policy premium (optional) | | |
| 2. Free Accidental insurance policy premium | | |
| 3.Option to use subsidized transport from home to office & back(If not availing company car hire flexi component) | | |
| 4. Gratuity under the payment of Gratuity Act 1972 | | |
| Note: | | |
| •Income tax in respect of the above-mentioned compensation package has to be borne by the employee. | | |
| •GST on certain prerequisite if and when applicable will be part of CTC. | | |
| *Flexi Basket Component | 1. Meal Card 2. LTA 3. Petrol (if not availing company cab). | |
| For NORTH SHORE TECHNOLOGIES PVT. LTD. Amita Shital Head-Human Resources |  | |

EMPLOYMENT AGREEMENT

This employment agreement (the “Agreement”) is made and entered into as of **July 16, 2021** by and among:

HERE Solutions India Private Limited, a company registered under the Companies Act, 1956, and having its registered office 10th - 12th Floor, B Wing, Nesco IT Park – Tower 4, Western Express Highway, Goregaon East, Mumbai 400063, Maharashtra (the “Company”); and

Ms. Bushra Naqvi D/o **M H Naqvi**, aged **22** years and an **Indian** citizen presently residing at **228/149 Raja Bazar, Near KGMU Chowk, Lucknow 226003** (the “Employee”).

The Company and the Employee are hereinafter collectively referred to as the “Parties” and the term “Party” will refer to either of them individually.

WHEREAS, the Company has offered to employ the Employee as a **IT Test Engineer** in the Company, on the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:-

“Base Salary” shall have the meaning ascribed to it in Clause 8.1;

“Commencement Date” shall mean the **July 21, 2021**;

“Company Inventions” shall have the meaning ascribed to it in Clause 13.1;

“Company Records” shall have the meaning ascribed to it in Clause 14.1;

“Confidential Information” shall have the meaning ascribed to it in Clause 11.1;

“Employment” shall mean the employment of the Employee by the Company under this Agreement;

“Inventions” shall have the meaning ascribed to it in Clause 13.1;

“Person” shall mean and include an individual, corporation, trust, partnership, un-incorporated body or other entity;

“Personal Invention” shall have the meaning ascribed to it in Clause 13.1;

“Proprietary Rights” shall have the meaning ascribed to it in Clause 13.1;

“Term” shall have the meaning ascribed to it in Clause 3.1;

1.2 In this Agreement: -

- (i) words and expressions defined in the Companies Act, 1956 shall, unless the context otherwise requires, have the same meaning when used in this Agreement;
- (ii) references to statutes or any provisions thereof shall be construed as references to such statutes or the provisions thereof as amended, extended, consolidated or replaced from time to time and to any orders, regulations, instruments or subordinate legislation made under the relevant statutes or the provisions thereof which have been so replaced (whether with or without amendment);
- (iii) the masculine gender shall include the feminine and neuter genders and vice versa and the singular number shall include the plural and vice versa;
- (iv) unless otherwise stated, references to Clauses and Schedules are references to Clauses and Schedules of this Agreement;
- (v) headings to Clauses are for convenience only and shall not affect the construction or interpretation of this Agreement;
- (vi) Schedules to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement; and
- (vii) The rule of construction, if any, that a document should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2. EMPLOYMENT

2.1 The Company agrees to employ the Employee, and the Employee accepts and agrees to such hiring, employment and to serve the Company upon the terms and subject to the conditions set out in this Agreement. The continuance of Employment will be contingent to successful completion and submission of final year examination.

2.2 The Employee hereby acknowledges that the terms and conditions of Employment as set out in this Agreement shall be governed by the policies and guidelines of the Company as applicable, enforced, amended or altered by the Company from time to time during the course of his Employment. The Employee agrees to be bound by any and all such policies and guidelines and acknowledges that such policies and guidelines may be amended or modified from time to time at the sole discretion of the Company.

A handwritten signature in blue ink, appearing to read 'Rogun', is located at the bottom center of the page.

2.3 In particular and without prejudice to the generality of Clause 2.3 above, the Employee shall be bound by (a) the HERE Code of Conduct, as amended from time to time.

2.4 The Employee hereby confirms that he / she shall submit the documents specified in Schedule I as per the timeline specified therein.

3. COMMENCEMENT AND DURATION

3.1 The Employee's employment under this Agreement shall commence on the Commencement Date and shall continue until termination in accordance with the terms of this Agreement (the "Term").

3.2 The Employee shall retire on completion of 58 years of age unless specifically extended in writing by the Company.

4. PROBATIONARY PERIOD

The first *SIX consecutive months* of the Employee's employment under this Agreement are agreed to constitute a period of probation during which the Employer shall have the opportunity to assess the suitability of the Employee's performance and conduct ("the Probation Period"). At any time during the Probation Period, the Employer shall have the right to terminate the Employee's employment, on the grounds of unsuitability with two weeks' notice or by the Employer providing two weeks' pay in lieu of notice

5. DUTIES AND OBLIGATIONS

5.1 Depending upon exigencies of business the Employee may be transferred by the Company at its sole discretion, in any capacity from

- (a) one location to another;
- (b) one department to another; or
- (c) one project to another.

5.2 It is a condition of Employment that the Employee can be transferred by the Company anywhere in India or abroad to any of the Company's parent or subsidiary companies or other affiliated companies, as may be required. Such transfers will not create any right in the Employee to ask for revision in salary or other terms and conditions of employment. Consequent to such transfers, the Employee will be governed by the terms and conditions of employment as applicable to his category of employees in the new place which will be equal to or more favorable than that enjoyed by the Employee at the time of transfer.

5.3 The Company also reserves the right to transfer the Employment to any other company or legal entity, as part of any transfer of undertaking of Company or as part of any restructuring or amalgamation or such other plan implemented by the Company or by which the Company is bound, on such terms and conditions as applicable to such plan.

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- 5.4 The Company from time to time make changes to the position description or to the Employee's Duties, provided that such changes are reasonable in context of the Company's industry and in context of the Employee's duties.
- 5.5 During the Employment, the Employee shall
- (i) at all times and in all respects faithfully, competently and diligently perform such duties and exercise such powers, authorities and discretions as are consistent with the Employee's position and as may from time to time be vested in, assigned or delegated to him by the Company;
 - (ii) obey all lawful and reasonable directions or instructions from time to time given to him by the Company, including any and all policies issued by the Company in relation to business ethics, safety procedure etc.;
 - (iii) use his best endeavours to promote, develop and protect the business, interests and reputation of the Company;
 - (iv) at all times, keep the Company fully informed (in writing, if so requested) of his conduct of the business or affairs of the Company for which he is required to perform duties in the course of his Employment and provide such further information, written records or explanations as the Company may require; and
 - (v) devote his full time and attention to his duties and responsibilities as assigned by the Company and shall not engage himself in any business, service or employment of any other company/ firm/person.
- 5.6 The Employee hereby represents and warrants that the signing of this Agreement and the carrying out of his duties hereunder do not and will not violate any other contract or agreement by which the Employee is bound or violate any rule, regulation or law of any government or any order, judgment or decree of any court or government body. Should the Company incur any liability on account of the Employee being in breach of any contract or agreement by which he is bound and which is directly attributable to a misrepresentation made by the Employee herein, the Employee shall indemnify the Company from and against any and all losses, liabilities, claims, damages, costs and expenses, including reasonable legal fees and disbursements in connection therewith.
- 5.7 The Employee hereby represents that he has the legal right and capacity to enter into and perform his obligations under this Agreement.
- 5.8 The Employee shall notify the Company in writing immediately of any change in his personal information relevant to his Employment with the Company.

6. PLACE OF WORK

- 6.1 The Employee will be primarily based at the Company's offices in **Navi Mumbai, (Office**

A handwritten signature in blue ink, appearing to read 'Raghu', is located in the bottom right area of the page.

situated at: 4th Floor, Building No. 2, M/S Gigaplex Estate Private Limited-SEZ, IT Plot No. 5, Airoli Knowledge Park, TTC Industrial Area, Airoli West, Navi Mumbai 400708) but the Employee shall (without any further remuneration or benefit) perform his duties hereunder in such place or places in India or abroad as the Company may reasonably require from time to time.

7. HOURS OF WORK

- 7.1 The Employee shall work such hours in accordance with the office policy and business requirements as may reasonably be required for the proper performance of the Employee's duties under this Agreement (otherwise than on all holidays as notified in writing by the Company from time to time). The Company shall have the right to determine the work-shift of the Employee i.e. the time of commencement and the corresponding time of conclusion of the day's work. The Company shall have the right to change/amend the Hours of Work /work-shift of the Employee from time to time at its sole discretion. The Company has the right to require the Employee to work further hours on weekdays /weekends and on other notified holidays, determined by the Company by reference to the need to enhance and/or protect the Company's interest or business. The Company pay practices, including overtime will be in compliance with local labor laws.

8. REMUNERATION

- 8.1. The Employee is entitled to receive the remuneration and benefits in accordance with the Employee's standard benefit package. The details of the compensation structure of the Employee is provided in Schedule II.
- 8.2 All amounts payable by the Company under this Agreement shall be subject to such withholding tax, tax deduction at source or any other taxes as may be required under applicable laws, other statutory deductions, if any, and social security contributions. However, it shall remain the Employee's responsibility to meet his tax liabilities.
- 8.3 In addition to the compensation that may be due to the Employee, the Employee may also be entitled to other benefits and entitlements. It is however clarified that such benefits and entitlements are provided on a voluntary basis by the Company in accordance with the Company policy and guidelines in force at present, and hence are liable to (i) change from time to time; or (ii) be withdrawn any time.
- 8.4 Increments are not automatic but will be based solely on efficient, satisfactory and loyal discharge of duties by the Employee as assessed by the performance appraisal systems of the Company.
- 8.5 The Employee acknowledges that the Company shall have the discretion to deduct from the Base Salary such sums that the Employee may owe to the Company on any account whatsoever, including without limitation, any overpayments or loans made by the Company to the Employee.

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9. REIMBURSEMENT OF EXPENSES

- 9.1 The Company shall reimburse to the Employee all reasonable traveling, hotel, entertainment, telephone and other out-of-pocket expenses properly incurred by him in the execution of his duties under this Agreement (subject to the adherence of Company's policy from time to time regarding such expenses and the production by the Employee of such vouchers, receipts or other evidence of actual payment of such expenses as the Company may require). The Employee should ensure he has the necessary approval before incurring any business related expenses.

10. LEAVE

- 10.1 During the Employment, the Employee shall be entitled, without loss of remuneration, to 25 days leave in each period of twelve (12) consecutive months commencing on first January in each year (in addition to statutory and other public and local holidays), to be taken at such time or times as shall be mutually agreed between the Employee and the Company. In the event that the Employee is in employment with the Company for less than twelve (12) consecutive months, the leave entitlement of the Employee without loss of remuneration shall be determined on a pro rata basis. Unused leave can be carried forward to the next year upto a maximum of 45 days of accrued leave. Any annual leave balance in excess to 45 days will be forfeited. Unused annual leave will only be cashed out when you leave HERE or retire.
- 10.2 On termination of the Employee's employment for any reason (except any reason justifying summary termination in pursuance of Clause 17.2 of this Agreement), the Employee shall be entitled to receive payment in lieu of (i) his outstanding leave entitlement (such leave entitlement being deemed to have accrued in direct proportion to his length of service since the previous 1st day of January) and (ii) any Unused Leave to which he is entitled in accordance with Clause 10.1 on the date of termination of his employment.

11. CONFIDENTIAL INFORMATION

- 11.1 Given the nature of the work undertaken by the Company from time to time and the involvement which the Employee will have in all aspects of the business of the Company, the Employee will have access to information, much of which will be confidential and the disclosure of which could be extremely damaging to the business of the Company. In this Agreement, "Confidential Information" means:-
- (i) information relating to the businesses, finances, dealings, transactions and affairs of the Company or its holding or subsidiary companies;
 - (ii) trade secrets (including, without limitation, price and cost information, business plans and programs, business opportunities, expansion plans, research and development projects, technical data, and details of business ventures, licences, sale agreements and joint venture agreements, computer programs and all intellectual property rights) relating to the business of the Company/ identity of the Company's clients and investors and which is for the time being confidential to the Company or its holding or subsidiary companies;



- (iii) the identity of potential business partners of the Company or its holding or subsidiary companies;
 - (iv) analyses made, or views taken, by the Company or its holding or subsidiary companies, in respect of the businesses, finances, dealings, transactions and affairs of the Company, any business partners or potential business partners of the Company or any other third party; and
 - (v) information in respect of which the Company is bound by an obligation of confidentiality to a third party.
- 11.2 In order to protect the confidentiality of such information, and without prejudice to every other duty which the Employee has to keep secret all information given to him or obtained by him in the course of his Employment, the Employee shall not, except in the proper performance of his duties under this Agreement, either during the Employment or at any time after the termination of the Employment (howsoever caused), without the prior written consent of the Company, use for his own benefit or for the benefit of any other person, company or other undertaking (other than the Company) or, except as required by law, a court or tribunal of competent jurisdiction or any applicable regulatory or statutory authority or body, or except as necessarily required by the Employee in the context of proceedings before any such court, tribunal, or regulatory or statutory authority or body, directly or indirectly divulge or disclose to any person (other than any person employed by the Company (including, for the avoidance of doubt, any professional or other adviser appointed by the Company)) any Confidential Information which has come or may come to his knowledge during the Employment or previously or otherwise.
- 11.3 During the Employment, the Employee shall use his reasonable endeavours to prevent the publication, divulgence or disclosure by third parties of any Confidential Information.
- 11.4 The restrictions contained in this Clause 11 shall cease to apply to any Confidential Information which may (otherwise than through the default of the Employee) become available to, or is within the knowledge of, the public generally.
12. NON-COMPETE
- 12.1 The Employee shall not, during the Term of this Agreement, without the prior written consent of the Company directly or indirectly, by himself or through any relative, own, manage, control, participate in, consult with, render services for, or engage in any business competing with the business of the Company or its group companies within India or abroad or undertake any professional activities other than in terms of this Agreement that may be deemed in the sole judgment of the Company, to constitute a conflict of interest with the business of the Company.
- 12.2 The Employee hereby acknowledges and agrees that the provisions of this Clause 12 are reasonable with respect to its duration, geographical area and scope, narrowly tailored and necessary to protect and preserve the legitimate business interests of the Company and that the Company would be irreparably damaged if the Employee were to breach the covenants contained in this Clause 12. Any contravention of this condition will entail termination of your services from the Company



- 12.3 The Parties agree that if the restrictions envisaged herein are held to be void by a court of competent jurisdiction, the same would be valid and enforceable if modified or altered to the extent necessary to permit its enforcement and such restriction shall apply on the Employee with such modification.
- 12.4 The Employee hereby acknowledge and certify, that now and for a period of 1 (one) year immediately following termination of its employment, without the prior written consent of Company engage , whether directly or indirectly, in any business, employment or activity related to the Company's clients or customers , a competitive business or develop products or services identical or similar to those of the company or in any manner in which the company's business is conducted.
- 12.5 The Employee hereby undertakes to provide to the Company, the full name and address of the future employer that is intended be involved with in any capacity whatsoever.
- 12.6 The Employee herein understands and agrees that on cessation of Employment, the Company, shall have the right to communicate to any future employer of the Employee's information concerning the Employee's continuing obligations, if any.
- 12.7 Additionally, the Employee shall not have the right to communicate or contact any of its existing customers or prospective clients (i.e. any person or organization with whom the Company is in advanced stages of exploring a professional or business relationships) to entice such clients away from the Company or to damage in any way their business relationship with the Company or for the provision of substantially the same services provided to such clients by the Company.
- 12.8 The Employee agrees that for a period of Twelve months following the termination of his/her employment with HERE, the Employee will not induce, recruit or solicit any of the HERE's employees to terminate their employment or enter into another employment arrangement with HERE's employee or a third party.
- 12.9 The Employee understands and agrees that the foregoing restrictions are necessary and reasonable in scope and duration in all circumstance, for the purpose of protecting the Company's businesses.
- 12.10 If any breach or violation of any of the terms of this clause occurs, it is agreed that damages alone may not compensate for such breach or violation and that injunctive relief is reasonable and essential to safeguard the interests of the Company and that an injunction in addition to any other remedy may accordingly be obtained by the Company. No waiver of any such breach or violation shall be implied from the forbearance or failure by the Company to take action in respect of such breach or violation.

The provisions of this Clause shall survive the termination of the Agreement.

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13. INTELLECTUAL PROPERTY

13.1 The Employee hereby assigns to the Company all his worldwide right, title and interest in and to any and all trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions") and all trade secret rights, patent rights, copyrights and all other rights throughout the world (collectively, "Proprietary Rights") with respect thereto, in perpetuity, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the period of his employment with the Company. Inventions assigned to or as directed by the Company by this Clause 13.1 are hereinafter referred to as "Company Inventions". The Employee recognizes that this Agreement does not require assignment of any Invention ("Personal Invention") that the Employee develops entirely on his own time without using the Company's equipment, supplies, facilities, or trade secret information except for those Inventions that either:

- (i) Relate at the time of conception or reduction to practice of the Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
- (ii) Result from any work performed by him for the Company.

13.2 The Employee hereby assigns to the Company all his worldwide rights, title and interest in and to all original works of authorship which are made by him (solely or jointly with others) within the scope of his employment and which are protectable by copyright in perpetuity.

13.3 The Employee hereby waives all moral rights in all original works of authorship that the Employee is required to assign to the Company under this Agreement. "Moral rights" means any of the rights described in Article 6b of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any law, that exist or that may come to exist, anywhere in the world.

13.4 The Employee hereby agrees that non-exercise, for any amount of time, by the Company, of the rights assigned to the Company by the Employee under this Agreement shall not be deemed to be a lapse of the rights assigned.

13.5 The Employee will assist the Company in every proper way to obtain and from time to time enforce Indian and foreign Proprietary Rights relating to Company Inventions and all original works of authorship which are made by the Employee, in any and all countries. To that end the Employee will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, the Employee will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. The Employee shall make reasonable best efforts to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries beyond the termination of his employment, and the Company shall compensate him at a reasonable rate after his termination

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for the time actually spent by him at the Company's request on such assistance. All amounts payable by the Company in this regard shall be subject to such withholding tax or tax deduction at source or any other taxes, as may be required under applicable laws.

- 13.6 In the event the Company is unable for any reason, after reasonable effort, to secure his signature on any document or his performance of any act needed in connection with the actions specified in the preceding Clause 13.5, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact, which appointment is coupled with an interest, to act for and in his behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding Clause 13.5 with the same legal force and effect as if executed by the Employee. The Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which the Employee now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.
- 13.7 During the period of his employment with the Company, the Employee will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by him, either alone or jointly with others. In addition, the Employee will, during the period of his employment with the Company, promptly disclose to the Company all patent applications filed by him or on his behalf. At the time of each such disclosure, the Employee will advise the Company in writing of any Inventions that the Employee believes fully qualify as a Personal Invention; and the Employee will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not disclose to third parties without his consent any proprietary information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully as a Personal Invention. The Employee will preserve the confidentiality of any Invention that does not fully qualify as a Personal Invention.
- 13.8 The Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Company Inventions, which records shall be available to and remain the sole property of the Company at all times.
- 13.9 The Employee agrees that in performance of his duties and responsibilities, he shall not use or infringe any intellectual property properties or rights of any other persons.
- 13.10 For the avoidance of doubt, the provisions of this Clause 13 shall remain in full force and effect notwithstanding that after the Employee has made or originated any Invention the Employment may have ceased or the Employee may have been terminated from Employment for any reason whatsoever.

14. COMPANY RECORDS AND OTHER PROPERTY

- 14.1 The Employee shall not, during the Employment, make, otherwise than for the benefit of the Company or for the purposes of the Employment, any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record

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relating to any matter within the scope of the business of the Company or concerning any of the dealings or affairs of the Company (collectively "Company Records").

- 14.2 The Employee shall, on request at any time and from time to time (and, in any event, on termination of the Employment), immediately deliver to the Company or its authorized representative all keys, passes, credit or charge cards, Confidential Information, Company Records and other documents, records, files, manuals, papers, computer disks, tapes or other software storage media and any other property of whatever nature which may be in his possession or control and relates in any way to the business and affairs of the Company and the Employee shall not, without consent of the Company, retain any copies thereof.

15. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 15.1 The Employee is expected at all times to conduct himself in a manner consistent with his status and in accordance with the code of conduct and service conditions prescribed by the Company. In the event of any material breach by the Employee of the terms of this Agreement or non-observance of his duties or obligations under this Agreement or of any policies framed by the Company, the Company may exercise its rights under Clause 17 of this Agreement.
- 15.2 In the event of the Employee being dissatisfied with any decision taken against him, or having any grievance relating to the Employment, he should intimate his dissatisfaction, or grievance, either verbally or in writing, to the Company. The Company will then make a finding upon such intimation and notify the Employee in writing of such finding and of the action to be taken to redress any justifiable grievance found to exist, which finding shall be final and binding on the Employee.

16. BACKGROUND VERIFICATION

- 16.1 The Company shall conduct background checks prior to and after the date of joining of the Employee to validate the credentials, testimonials and other particulars mentioned by him in the application for employment made to the Company. The Employee expressly consents to the Company conducting such background checks. If the particulars given by the Employee are in any way found to be inaccurate or misleading, the Company reserves the right to withdraw this offer without notice and compensation or take any appropriate action against the Employee, including, but not limited to termination of Employment.
- 16.2 When a background check raises any concern regarding any of the details furnished by the Employee and the Company feels the need to further validate such facts, the Company may at its sole discretion, asks the Employee to furnish information, to substantiate the details that he has earlier provided to the Company, in advance of initiating appropriate action.

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17. TERMINATION

17.1 Either Party may terminate this Agreement without assigning any reason by giving a written notice of termination to the other.

**Subject to the Employee's Job Grade (JD) as enumerated in the table below, the written notice be provided by either of the Party*.*

| JG | Notice Period |
|----------------|--------------------|
| *JG 9 & below | 1 month (30 days) |
| *JG 10 & Above | 3 months (90 days) |

17.2 Without limitation to Clause 17.1 above, the Company shall be entitled to terminate the Employment immediately by giving a written notice, if the Employee:

- (i) is in material breach of his responsibilities which breach either (a) is incapable of remedy; or (b) if capable of remedy, has not been remedied by him for at least five (5) days after receipt of notice from the Company. Such material breach would include his failure to comply with or committing breach of provisions contained in any of Clauses 2, 5, 10, 11, 12, 13, 14 and 15 of this Agreement; or
- (ii) remains absent for a period exceeding eight (08) days without sanction; or
- (iii) is convicted by any court of any offence involving moral turpitude; or
- (iv) is found to be of unsound mind by a court of competent jurisdiction; or
- (v) have applied to be adjudicated as an insolvent and his application is pending; or
- (vi) in the performance of his duties under this Agreement or otherwise, commit any act of gross misconduct or gross negligence.

If the Company terminates the Employment pursuant to this Clause 17.2, the Employee shall not be entitled to pay in lieu of notice or any other payment except for such sums as shall have accrued due at the date of termination of the Employment.

17.3 If the Company has reasonable grounds to believe it may have a right to terminate the Employment, it shall be entitled (but without prejudice to its right subsequently to terminate the Employment on the same or any other ground) to suspend the Employee on full pay during the period of any enquiry or investigation into the circumstances giving rise to such belief.

17.4 The Company may terminate the Employment forthwith by paying salary and the value of all other contractual benefits (all discounted to reflect any benefit to the Employee which would result from early payment thereof) in lieu of the required period of notice and it is expressly agreed and declared that such payment in lieu of notice shall not constitute a repudiation of this Agreement. Any such payment shall be made net of tax and statutory deductions. For the avoidance of doubt, in the event that either Party exercises its rights of termination in terms of this Clause 17, the Employee shall continue to be bound by his obligations in terms of Clauses 11.2 and 14 of this Agreement.

17.5 In the event of Employee serving notice of termination, the Company in its absolute discretion may require Employee to serve the entire period of notice to clear all pending issue relating to his functions and for a proper handing over of charge to Employee successor. The decision of the



Any such Notice sent by registered post and / or nationally recognized courier shall be deemed to have been given forty-eight (48) hours after the time of posting and, in proving service, it shall be sufficient to prove that the envelope containing such Notice was properly addressed, stamped and put in the post.

20. NO ASSIGNMENT

20.1 Employee's obligations under this Agreement are personal in nature and shall not be assigned or transferred by the Employee.

21. NON-WAIVER, AMENDMENT

21.1 No failure by the Company to exercise, nor any delay by the Company in exercising, any right, power or remedy hereunder shall operate as a waiver of that or any other right, power or remedy of the Company, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

21.2 The Company reserves the right to make reasonable changes to any of the terms and conditions of Employment and the Employee shall be notified of such changes by way of communication /notice to all the employees. Any such change will take place from the date of the said notice. This Agreement may only be amended or supplemented by an instrument in writing duly executed by the Parties.

22. ENTIRE AGREEMENT

22.1 This Agreement is in substitution for all previous agreements and arrangements (whether written or verbal, express or implied) for the employment of the Employee with the Company and all such previous agreements and arrangements shall be deemed to have been terminated by mutual consent as from the Commencement Date without notice and without any payment in lieu of notice.

22.2 In the event of one or more of the provisions of this Agreement being invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. GOVERNING LAW

23.1 This Agreement shall be governed by and construed in accordance with the laws of India and the Parties hereby agree to submit to the exclusive jurisdiction of the courts in Mumbai.

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24. COUNTERPART

24.1 This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

25. Miscellaneous :

25.1 The Employee agrees, recognizes and acknowledges that: (i) he/she has been provided with a copy of this Agreement for review prior to signing it, that he/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement, and that he/she has signed the same only after having had the opportunity to seek clarifications; that he/she has been given a signed copy of this Agreement for his/her own records; he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her. He/she has executed this Agreement of his/her own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees. This Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;

25.2 If Employee violates any of the terms of this Agreement, the Company will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;

25.3 In view of the above, the Company shall be entitled to injunctive relief, in addition to any other remedy available at law or in equity, in the event he/she violates any of the terms or conditions of this Agreement.

Please return a signed copy of this letter to indicate your understanding and acknowledgement of the terms and conditions contained herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties to this Agreement have caused their respective duly authorized representatives to execute this Agreement on the day and year first above written:

SIGNED AND DELIVERED BY:

Signed for and on behalf of
HERE Solutions India Private Limited:

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Rubina Khan
Sr Talent Acquisition Manager

Signed for and on behalf of
Bushra Naqvi by:

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Bushra Naqvi

Schedule I

A. Following documents are required to be submitted within 2 days of accepting this Agreement.

1. Proof of Age
2. Proof of Residence
3. Educational Qualification Certificates
4. Employment Certificate(s)

B. The below documents are required to be submitted on or before your date of joining the Company.

1. Latest Passport Size Color Photographs (5 Nos.)
2. Service Certificate / Relieving Letter from immediate previous employer
3. Photocopy of last salary slip
4. Medical Fitness Certificate from a General Practitioner
5. Marriage Certificate, if applicable
6. Aadhar Card
7. Pan Card
8. Universal Account Number (UAN), if applicable

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| Schedule II Name: Bushra Naqvi Designation: IT Test Engineer Job Grade: VI | | | |
|---|-----------------------------|-------------------------------|---------------|
| | Per Month Amounts in INR | Per Annum Amounts in INR | One Time** |
| Basic Salary | 19167 | 230000 | |
| Co.'s PF Contribution | 2300 | 27600 | |
| Gratuity | 920 | 11040 | |
| Conveyance Allowance | 1667 | 20000 | |
| Statutory Bonus | 2200 | 26400 | |
| Taxable Allowance | 2875 | 34500 | |
| Flexible Benefit Plan (FBP)* | 18788 | 225460 | |
| Joining Bonus** | | | 100000 |
| Cost to Company | | 575000 | |
| Variable Pay (per annum) *** | | Target (5%) | |
| Flexible Benefit Plan - Break up with Maximum Annual Limits | | | |
| Flexible Benefit Plan (FBP)* Components | | Maximum Annual Amounts in INR | |
| LTA | | 35000 | |
| HRA | | 138000 | |
| Education Allowance (Rs. 100 per month per child, max upto 2 children) | | 2400 | |
| Meal Vouchers | | 13200 | |
| Supplementary Allowance (Max up to 100% of FBP) | | Balancing figure | |
| <div>1. The FBP offers you the flexibility to design this part of your compensation.</div> <div>2. Any individual FBP component can be claimed as per your CTC and specified maximum limits.</div> <div>3. Any unclaimed limits will be automatically paid as part of the supplementary allowance at the end of the financial year, prorated from the DOJ.</div> <div>4. All the payments are subject to deduction of tax at source as per the provisions of the Income Tax Act as may be amended from time to time.</div> <div>5. Supplementary allowance is the balance amount that is available after exercising the FBP components.</div> <div>6. ** The Company shall pay to the Employee a Joining Bonus of Rs. 100000/- (Rupees One Lakh Only) as a One-time payment. This is a taxable income and will be paid within 60 days from the date of joining. Joining Bonus amount represent benefit paid by HERE that is paid without acknowledgment of a legal duty and without an entitlement to such benefits. The Employee agrees to pay back the Joining Bonus amount to HERE according to the rule below if the Employee voluntarily terminates the employment before the expiry of twelve (12) months of employment. The same applies if HERE</div> | | | |



| |
|---|
| terminates this employment agreement for reasons related to the Employee's conduct during that time. |
| <ul style="list-style-type: none"> - Termination within the first 6 months – Joining Bonus amount is recovered in full - Termination between 7 and 12 months – Joining Bonus amount is recovered on a prorated basis |
| *** Variable Pay (per annum) |
| Employee is eligible to receive individual incentive if employed on the last day of the performance period. |
| Performance Period |
| 01 Jan - 31 Dec |
| Insurance Policy |
| <p>Group Medical Insurance Plan against hospitalization covering self, immediate family members and parents. This is a floater policy of Rs. 5 Lakhs per family per year.</p> <p>Group Personal Accident Insurance Scheme for which coverage is thrice the CTC.</p> <p>Group Term Life Insurance for which coverage is thrice the CTC or minimum of INR 10 Lakhs.</p> |

COMPANY FLEXIBLE BENEFIT PLAN (FBP) GUIDELINES

The Cost to Company (CTC) consists of the elements as mentioned below i.e. the addition of all these elements adds up to the CTC:

1. Basic Salary.
2. Retirals.
 - Company's PF contribution
 - Gratuity
3. Statutory Bonus
4. Taxable Allowance.
5. Flexible Benefit Plan (FBP) options.

The Company salary structure enables employees to receive maximum benefit of their salaries by claiming the amounts against bills as a reimbursement under the Flexible Benefit Plan. This is keeping in line with the provisions in the Income tax rules.

Note: Performance linked variable amount such as individual incentive is paid over and above the CTC.

FBP Components

All components mentioned under the FBP, except the HRA amount can either be received as part of the monthly salary or can be claimed in any month after the employee joins. These amounts can be made tax exempt on submission of relevant bills against them.

Under the FBP, the employee can avail the following options:

- LTA
 - This amount is fixed as per government rules. This amount can be claimed as an advance in any month after the employee joins and supporting bills can be submitted later. Supporting bills are required to make the LTA amount tax exempt.



- House Rent Allowance (HRA)
 - HRA would be credited as a monthly amount in the salary and is exempt from tax on production of rent receipts.
- Education Allowance
 - This amount is fixed as per government rules. The employee is entitled to a tax exemption of Rs. 100 per month per child upto max of 2 children.
- Meal Vouchers
 - Employee are eligible for meal vouchers, subject to fulfilment of certain compensation limits. Meal vouchers are exempted from income tax to the extent of INR 1100 per month. The tax exemption is calculated as per Income Tax Law prevalent in India.
- Company Lease Vehicle
 - In case the employee is eligible and applies for the scheme, the employee would be entitled to a tax exemption against fuel bills and car maintenance bills. In case the employee does not wish to opt for a CLV, the amounts allocated to Fuel and car maintenance become a part of the supplementary allowance.
- Corporate NPS – National Pension Scheme
 - In case the employee is eligible and applies for this scheme, the employee can contribute up to 10% of their Basic Salary, without any cap in terms of absolute value, this would be eligible for tax deduction u/s 80CCD (2).
- Supplementary Allowance
 - This is the balance amount left in the FBP total once the above components are accounted for.

A *negative* supplementary allowance implies that the amounts under the above mentioned components are higher than the FBP entitlements and the employee needs to restructure his / her salary so as to make the supplementary allowance = 0. This restructuring is possible after the first payroll runs for an employee.

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Subject: Letter of Intent

Dear Neetika,

Congratulations!

With reference to your interview with us, we are pleased to inform you that you have been selected for an employment with Steria (India) Limited, a part of Sopra Steria Group ("Sopra Steria" or "Company").

This is an indicative offer and we expect to release the formal appointment letter upon your joining our organization subject to your acceptance of the terms of appointment and completion of prescribed formalities at the time of joining.

The brief terms of employment are mentioned below. The detailed terms and conditions document will form part of your Appointment letter.

1. Your job title will be **Engineer Trainee**.
2. Your compensation would be **INR 5,00,000** per annum. Break-up of the Annual Salary will be given to you in your Appointment Letter at the time of joining.
3. Your contractual base will be Noida and your initial place of work will also be Noida. However, the Company reserves the right to change your place of work to any location, within its Group companies, in India or Europe depending upon business requirements.
4. This Letter of Intent is valid subject to your Degree qualification, course completion with minimum of 60% aggregate marks.
5. On joining, you will be required to execute a Bond of INR 2,00,000, along with a surety, to serve the Company for a minimum period of 36 months (exclusive of notice period, if any).

The Company reserves the right to change/modify/cancel the terms and conditions of employment, as it deems fit, including changes that may be required to comply with tax, employment and other legislation, or as a consequence of changes to administration procedures.

The company further reserves the right to conduct a third party background verification on the information supplied by you during your selection process and if upon verification, at the time of appointment or at a later date, it is found that you have furnished wrong information, your services with the Company will be liable for termination.

The validity of this offer is subject to your joining us on or before **July - September 2021**.

Please sign the duplicate copy of this Letter of Intent and return it to us as way of acknowledgement and acceptance of its terms.

We look forward to your joining our organization at the earliest.

Regards,

For **Steria (India) Limited**



Authorised Signatory

Accepted and Confirmed

| | | | |
|-------------------|-------|-----------------|-------|
| Name : | | Father's Name : | |
| Signature : | | Date : | |
| Contact Details : | | | |



APPOINTMENT LETTER

September 23, 2021

Dear Neelam Soni,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation.

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycyclaringhouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Neelam Soni, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Neelam Soni

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

| COMPONENT | AMOUNT (INR) |
|---|---------------|
| Basic | 11,670 |
| HRA | 5,835 |
| Bonus | 2,334 |
| Wipro Benefits Plan (WBP) | 4,849 |
| Total Fixed Cash | 24,688 |
| PF (Employer Contribution) | 1,800 |
| Gratuity (5.31% of Basic) | 620 |
| Total Fixed Compensation | 27,108 |
| Other Compensation Benefits | |
| Health benefit (Medical) | 600 |
| Variable Pay | |
| Target Variable Pay | 1,459 |
| Target Cost to Company per month | 29,167 |

| | |
|--|-----------------|
| Total Cost to Company per annum | 3,50,004 |
|--|-----------------|

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – V

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2021-22.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

**** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.**

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ Signature Neelam Soni 9/23/2021 12:00 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited

Doddakannelli

Sarjapur Road

Bengaluru 560 035

India

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20758230



Offer: Computer Consultancy
Ref: TCSL/DT20207141642/Chennai
Date: 05/08/2021

Mr. Nikhil Rathaur
Village And Post Dhantauli District Jalaun Village & Post Dhantauli District Jalaun,
Dhantauli Dhanaura,
Dhantauli-285001,
Uttar Pradesh.
Tel# 91-8840478459

Dear Nikhil Rathaur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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Tata Consultancy Services Limited

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior

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written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

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- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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24. Data Privacy Clause:

- (a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET

Annexure 1

| | |
|----------------|--|
| Name | Nikhil Rathaur |
| Designation | Assistant System Engineer-Trainee |
| Institute Name | University Institute Of Engineering And Technology, Kanpur |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---------------------------------------|---------------|-----------------|
| 1) Fixed Compensation | | |
| Basic Salary | 14,784 | 1,77,408 |
| Bouquet Of Benefits # | 7,646 | 91,752 |
| 2) Performance Pay** | | |
| Monthly Performance Pay | 1,700 | 20,400 |
| Quarterly Variable Allowance* | 600 | 7,200 |
| 3) City Allowance | 200 | 2,400 |
| 4) Annual Components/Retirals | | |
| Health Insurance*** | NA | 7,900 |
| Provident Fund | 1,774 | 21,289 |
| Gratuity | 711 | 8,533 |
| Total of Annual Components & Retirals | 2,485 | 37,722 |
| TOTAL GROSS | 27,415 | 3,36,877 |

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|----------------------------------|--------------|---------------|
| House Rent Allowance | 5,914 | 70,968 |
| Leave Travel Assistance | 1,232 | 14,784 |
| Food Card | 500 | 6,000 |
| GROSS BOUQUET OF BENEFITS | 7,646 | 91,752 |

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Annexure 2

| | |
|--|---|
| Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007 | Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka |
| BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024 | Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119 |
| DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana | DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP |
| Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam | Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad |
| INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh | KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords |
| KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042 | MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606 |
| NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108, | PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra |
| Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India | |

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TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India
Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: www.tcs.com
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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Nikhil Rathore



Offer: Computer Consultancy
Ref: TCSL/DT20207076353/Delhi
Date: 06/09/2021

Mr. Nishant Singh
127 Bate 258 A W-Block Keshav Nagar KanpurNaubsta Road,
Ishwar Prem Ashram,
Kanpur-208014,
U.P..
Tel# 91-9935325434

Dear Nishant Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

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COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve

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months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior

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written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your

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day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

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19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

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Nishant Singh



- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

| | | |
|------------------------|------------|----------|
| Basic Pay (Monthly) | ₹ 2,31,000 | ₹ 70,000 |
| Leave Travel Allowance | ₹ 1,20,000 | ₹ 36,000 |
| House Rent | ₹ 80,000 | ₹ 24,000 |

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GROSS SALARY SHEET

Annexure 1

| | |
|----------------|--|
| Name | Nishant Singh |
| Designation | Assistant System Engineer-Trainee |
| Institute Name | Institute Of Engg. & Tech., Csjm Univ., Kanpur |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---------------------------------------|---------------|-----------------|
| 1) Fixed Compensation | | |
| Basic Salary | 14,784 | 1,77,408 |
| Bouquet Of Benefits # | 7,646 | 91,752 |
| 2) Performance Pay** | | |
| Monthly Performance Pay | 1,700 | 20,400 |
| Quarterly Variable Allowance* | 600 | 7,200 |
| 3) City Allowance | 200 | 2,400 |
| 4) Annual Components/Retirals | | |
| Health Insurance*** | NA | 7,900 |
| Provident Fund | 1,774 | 21,289 |
| Gratuity | 711 | 8,533 |
| Total of Annual Components & Retirals | 2,485 | 37,722 |
| TOTAL GROSS | 27,415 | 3,36,877 |

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|----------------------------------|--------------|---------------|
| House Rent Allowance | 5,914 | 70,968 |
| Leave Travel Assistance | 1,232 | 14,784 |
| Food Card | 500 | 6,000 |
| GROSS BOUQUET OF BENEFITS | 7,646 | 91,752 |

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Nishant Singh



Annexure 2

| | |
|---|---|
| Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007 | Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka |
| BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:- Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024 | Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119 |
| DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana | DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP |
| Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House, G.S. Road, Dispur, Guwahati - 781006, Assam | Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad |
| INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh | KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords |
| KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042 | MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606 |
| NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108, | PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra |
| Trivandrum TCS XP HR Lead Tata Consultancy Services, Peppul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India | |

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Nishant Singh



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

3. Intellectual Property Rights

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

Nishant Singh



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

Nishant Singh



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

Nishant Singh



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

Nishant Singh



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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SYSTEM CORPORATION INCORPORATED



Address: 205, near pitampura, monestry, Delhi 110034

Date: 06/04/2022

Dear Ankesh Kumar

P-212 Keshavpuram Kalyanpur Kanpur Nagar

Uttar Pradesh 208017

Congratulations! We are pleased to confirm that you have been selected to work for System Corporation Incorporated. We are delighted to make you the following job offer. The position we are offering you is that of Backend Developer consultant at a monthly compensation of 25,000/-. Your working hours will be from 10 AM to 6PM. We would like you to start work on 6th April, 2022. Please report to HR for documentation and orientation. If this date is not acceptable, please contact me immediately.

We are confident you will be able to make a significant contribution to the success of our Syscorp Inc and look forward to working with you.

Sincerely

Kritika Sharma

HR

Syscorp Inc

SYSC

January 14, 2022

Dear Mankeshwar Jaiswal,

We are pleased to offer you an appointment with **Thoughts2Binary Consulting And Solutions LLP** ("the Company") in the position of '**Associate Software Developer**' on the terms and conditions set out herein after:

1. EMPLOYEMENT:

Your effective date of joining shall be no later than **January 17, 2022**. Your employment with the Company may be subject to successful pre-and/or post-employment background checks, accuracy of the testimonials and information provided by you.

2. PROBATION:

You will serve a minimum probation period of One month from the date of your joining the Company ("Probation"). The Company reserves the right to extend the Probation period for an additional one month in the event that your performance is not up to the expectation. You will be deemed to continue probation until you are confirmed, and your confirmation has been communicated to you.

Your performance will be evaluated according to your efficiency, punctuality, conduct, maintenance of discipline and in accordance with the Company's regulations / policies existing now or in future.

3. PLACE OF POSTING:

Your place of posting shall be at Gurgaon office which is located Unit: 212A Tower A, 2nd Floor, Spaze ITech Park, Sohna Road, Sector 49, Gurugram and Haryana, 122018.

4. PERFORMANCE OF DUTIES:

You shall be assigned with all the duties and responsibilities of 'Associate Software Developer' and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.

5. HOURS OF WORK:

Your normal hours will be 09 hours each day. Our workweek runs from Monday to Friday. We have the right to vary the number of hours, days and times which you work to meet the needs of the business you are working in. You will be required to work the hours necessary to fulfill the responsibilities of your role. Your role does not qualify for overtime payment for any additional hours worked.

6. COMPENSATION:

As compensation for services to be rendered, you shall be paid an annual **CTC of INR 4, 80,000 (pre-deductions)**. Please find the breakup of CTC as follows:

| Description | Annual | Monthly |
|---|----------------|---------------|
| Basic | 240,000 | 20,000 |
| House Rent Allowance | 96,000 | 8,000 |
| Special Allowance | 62,400 | 5200 |
| TOTAL FIXED SALARY | 398,400 | 33,200 |
| Annual Variable | 60,000 | |
| Provident Fund (Employer's Contribution) | 21,600 | |
| Gross Salary | 480,000 | |

- **For Provident Fund, the employee would contribute an amount equal to that of the employer and the same would come of the Total Fixed Salary of the employee (the current employee contribution is INR 1800 per month).**
- **Please understand that Variable Salary is subject to company's as well as your performance during the variable cycle term.**
- **Take home salary will be net of Provident Fund and Income Tax deductions depending on your savings under various schemes.**

Annual Variable Salary Payout: Your variable cycle term is annual i.e.; you would be eligible for variable salary post the successful completion of annual employment as an active employee. Employment duration in notice period would not be considered as an active employee employment.

If there is a shortfall in employment duration of variable cycle term (i.e., annual) then NO variable payout would be processed for partial completion of variable cycle term.

The fixed salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the 7th day of the succeeding calendar month.

Please note your salary details are highly confidential and shall not be disclosed inside or outside the organization by you in any manner whatsoever and any failure on your part to adhere to this obligation shall be considered as serious breach of the terms of this letter of employment.

By accepting this letter of appointment/agreement you authorize the Company to deduct from your remuneration on termination of employment (including salary, salary in lieu of notice, etc.) all debts owed by you to the Company or any of its group companies/associates or any fine imposed by the Company as a discretionary penalty pursuant to the Company's disciplinary procedure.

7. LEAVES AND HOLIDAYS ENTITLEMENT:

Our leaves and holiday year runs from 1 January to 31 December.

All leaves must be agreed in advance with your manager. After successful completion of the probationary period, you will be entitled to two earned leaves per month. Leaves will be accrued on the last day of the calendar month. Leaves can only be availed post the accrual of the leaves.

One sick leave would be allowed per month in probationary period and un-availed sick leave in probationary period would not be carried forward.

During probationary period or in Notice Period no earned leave would be accrued.

Ten Annual Public holidays are published each year in January. Public holidays are over and above the leaves. The Company reserves the right to ask you to work on a public holiday for which you may be entitled to take an alternative holiday.

8. CONFIDENTIALITY:

During your employment you will have access to confidential Company, shareholder, related and affiliated entities and client information (collectively "Confidential Information"). Confidential Information shall include any information concerning or relating to the Company on the business of the Company including and comprising trade secrets, secrete formulae, computer hardware and software programs and designs, databases, trading information regarding the Company, its shareholders and related and affiliated entities and clients of the Company, specifications, financial and accounting information customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, market research, performance data and marketing strategies, research and development plans and expenditure research databases and other information or material that the Company in the future may indicate is confidential, or which may be apparent is confidential. It is a condition of your employment not to disclose, directly or indirectly, to any person or persons, any affairs of the Company or any related or affiliated entity or client which is commercially sensitive or the disclosure of which would adversely affect the Company, its shareholders, related or affiliated entities and /or the Company's clients. This obligation survives the termination of your employment with the Company.

9. ALTERNATIVE EMPLOYMENT:

Please note that you are restricted from accepting any other employment or carry on any other commercial activity while engaged by us without our prior specific written approval.

In addition, you agree that, while employed with the Company, you shall not perform work or provide services similar to those provided by you to the Company (including as employee, independent contractor, consultant principal, agent, director, joint venture, partner, trustee, beneficiary), directly or indirectly, for any person or entity that competes with the business of the Company.

10. INTELLECTUALPROPERTY:

You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and / or modified in any manner by you during your employment is, and will remain, the sole and exclusive property of the Company at all the times during your employment and following termination.

11. NOTICE PERIOD AND TERMINATION OF EMPLOYMENT:

During the period of employment, you may choose to terminate this agreement by formal resignation in writing to the Company with 15 days' notice (during your probationary period) or Two months' notice (post completion of probationary period).

In case you are unable to serve the mandatory notice period you would be liable to pay the Company an amount equal to the Fixed Salary for the entire duration or the shortfall of the notice period as applicable.

Post receiving your resignation, the company would inform you of your last working day which may be the last day of your notice period or a part there off as necessary.

Outstanding leaves can't be adjusted against the Notice Period. Any absence during the notice period would either lead to extension of the last working day or loss of pay at the Company's discretion.

During the notice period you would be eligible for the Fixed Salary and would be paid the pro-rated amount as per the served last working day with the Company.

Termination of employment by the Company on grounds of your poor performance or serious misconduct:

If the Company terminates this agreement on the grounds of your poor performance or in an event of serious misconduct. Such circumstances can include but not limited to: Criminal Offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to the Company's reputation etc. then the Company reserves the full rights to relieve you from your services without providing any notice period or amount in lieu thereof.

On your last working day, you shall:

- a) Deliver to the Company or as may be directed all confidential information and
- b) Return to the Company all equipment and other property belonging to the Company.

12. LEAVES ENCASHMENT AS A PART OF FULL AND FINAL SETTLEMENT:

You would be applicable for leaves encashment as a part of full and final settlement only if you would serve complete notice period professionally and amicably. If there is a shortfall in notice period service or the Company terminates your employment on the grounds of your poor performance or in an event of serious misconduct then leaves would not be en-cashed.

13. ABSENCE FROM EMPLOYMENT WITHOUT PRIOR APPROVAL:

An employee shall be considered to be absconding when absent from duty, without any sanction of leave or a verbal intimation, and is not reachable for two or more working days via phone or email. In such case of an absconding employee the Company would consider that employee to have voluntarily terminated his/ her employment.

14. ELEVEN MONTHS (11) OF EMPLOYMENT BOND:

The Company would need to invest in your training and bring you to a level where you can contribute to professional project(s), thus the Company looks forward to 11 months of employment bond after you successfully complete your probationary period. On breach of this agreement, you are liable to pay the Company an amount equal to the Fixed Salary for unserved bond period.

Your employment / services will be governed by the Company's rules and regulations applicable from time to time.

This letter of appointment/ agreement shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this letter of appointment/agreement.

It is a pleasure to welcome you as an employee of "Thoughts2Binary Consulting and Solutions LLP". We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

Dear Mankeshwar, we look forward to your successful and long-term career at Thoughts2Binary! (T2B)

Yours truly,



Bhawna Prasad
Human Resources
Thoughts2Binary Consulting And Solutions LLP

I accept the letter of appointment/ agreement on the terms and conditions as described in this letter of appointment/ agreement.

ACKNOWLEDGEMENT

.....

Date:

Mankeshwar Jaiswal

HRD/1004626836/22-23

Mr. Kamal Kumar
No.47 Shahpur
Panki, Kanpur
Kanpur-208020
India

Ph: +91-6394151274

Dear Kamal,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer**.

Here are the terms and conditions of our offer:

Definition

The following terms shall have the following meanings for the purpose of this Offer of Employment ("**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

Joining

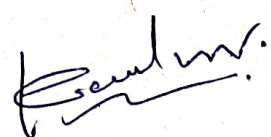
Your scheduled date of joining the employment of the Company will be **20-Jun-2022**.

Location

Your location for employment is **MYSORE, India**.

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.



HRD/3T/1004626836/22-23

Mr. Kamal Kumar
No.47 Shahpur
Panki, Kanpur
Kanpur-208020
India

Ph: +91-6394151274

Dear Kamal,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

Certification signature by Richard Lobo
richard_lobo@infosys.com Validity Unknown
Digitally signed by Richard Lobo
Date: 2022.06.05 14:08:23 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

Company Confidential - This communication is confidential between you and Infosys Limited



Training

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

Terms and Conditions during Training

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:



- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Probation and Confirmation

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

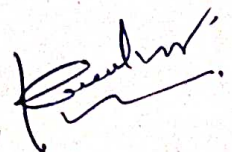
An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.



Compensation and Benefits

Salary

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

Performance-linked Incentive

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

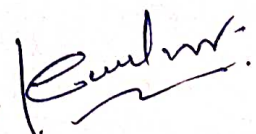
You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I and Annexure - II of this letter. The mode of payment for Financial Year 2021 - 22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans.



National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

Passport & Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.



Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.



You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

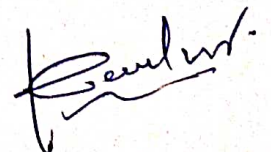
This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

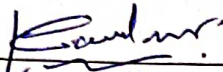


Yours sincerely,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: 20 June, 2022


Sign your name

KAMAL KUMAR KANPUR U.P. 208020
Print your full Name Location

Certification signature by Richard Lobo
<richard_lobo@infosys.com> Validity Unknown
Digitally signed by Richard Lobo
Date: 2022.06.06 14:58:23 IST
Reason: Digitally Signed
Location: Bangalore

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

ANNEXURE - I
(Compensation during the first six months from the Date of Joining)

| COMPENSATION DETAILS (All figures in INR per month) | | | | |
|---|-----------------------------|----------|---------------------|---|
| NAME | Mr. Kamal Kumar | | | |
| ROLE | Systems Engineer | | | |
| ROLE DESIGNATION | Systems Engineer Trainee | | | |
| 1. MONTHLY COMPONENTS | | | | |
| BASIC SALARY | | | | 15,000 |
| BASKET OF ALLOWANCES | | | | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | | | | 2,850 |
| MONTHLY GROSS SALARY | | | | 22,328 |
| 2. ANNUAL COMPONENT | | | | |
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | | | | 150 |
| 3. RETIRAL BENEFITS | | | | |
| PROVIDENT FUND - 12% of Basic Salary | | | | 1,800 |
| GRATUITY - 4.81% of Basic Salary* | | | | 722 |
| FIXED GROSS SALARY (1+2+3) | | | | 25,000 |
| TOTAL GROSS SALARY | | | | 25,000 |
| OTHER BENEFITS | | | | |
| Scheme | Eligible Amount In INR | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12000 (without security) | Nil | 12 | Nil |
| All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time | | | | |
| *The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act | | | | |

[Handwritten Signature]

ANNEXURE - II
(Compensation post successful completion of six months)

| COMPENSATION DETAILS (All figures in INR per month) | | | | |
|---|-------------------------------|-----------------------------|-----------------------------|---|
| NAME | Mr. Kamal Kumar | | | |
| ROLE | Systems Engineer | | | |
| ROLE DESIGNATION | Systems Engineer Trainee | | | |
| 1. MONTHLY COMPONENTS | | | | |
| BASIC SALARY | | | | 15,000 |
| BASKET OF ALLOWANCES | | | | 4,478 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis) | | | | 2,850 |
| MONTHLY GROSS SALARY | | | | 22,328 |
| 2. ANNUAL COMPONENT | | | | |
| BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | | | | 150 |
| 3. RETIRAL BENEFITS | | | | |
| PROVIDENT FUND - 12% of Basic Salary | | | | 1,800 |
| GRATUITY - 4.81% of Basic Salary* | | | | 722 |
| FIXED GROSS SALARY (1+2+3) | | | | 25,000 |
| 4. INCENTIVE COMPONENTS | | | | |
| | At an indicative Payout of 5% | At indicative Payout of 10% | At indicative Payout of 20% | |
| TRAINING PERFORMANCE LINKED INCENTIVE (TPI) | 1,250 | 2,500 | 5,000 | |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS) | | | | 26,250 |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS) | | | | 27,500 |
| TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS) | | | | 30,000 |
| OTHER BENEFITS | | | | |
| Scheme | Eligible Amount In INR | Interest | Monthly Instalments | Margin Money (To be borne by the employee) |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12000 (without security) | Nil | 12 | Nil |
| All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time | | | | |
| *The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act | | | | |

Candidate ID: 5193015 /1061210,

Date of Joining: 11/25/2021,

Joining Location: Gurgaon,

Designation: Analyst,

Dear Nidhi Jaiswal,

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

| | |
|----|--|
| 1. | Welcome Address |
| 2. | Verification of master data sheet, which contains your detailed information. |
| 3. | Verification of joining documents* |
| 4. | Receipt of employee handbook and visitor-cum-bus pass |
| 5. | Submission of signed documents |
| 6. | Receipt of hard copy of offer letter |
| 7. | ID cum access card formalities |
| 8. | Bank account opening formalities |
| 9. | Meeting the buddy |

Please report by 8:30 am at Gurgaon office, for joining formalities as per the address mentioned below:

Address

Capgemini Technology Services India Limited. SPAZE i- Tech Park, 6th Floor, Tower B,
Gurgaon-Sohna Road, Sector-49, Gurgaon, Haryana-122018.

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

| | |
|----|--|
| 1. | Hard copy / email copy of Capgemini offer letter shared with you |
| | <p>Employment Documents:</p> <p><u>Current Employment(Immediate Previous)</u></p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><u>Previous Employment</u></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p> |
| 3. | <p><u>Education Documents</u></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p> |
| 4. | <p><u>Proof of identity/ Address</u></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p> |
| 5. | Passport size photographs(6 nos) |
| 6. | <p><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p> |
| 7. | Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory |
| 8. | Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory. |

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15AM, and contact security at the main gate for your entry pass.

Best Regards,
Team HR

The information contained in this message is proprietary and confidential. Copyright © 2013. All rights reserved by Capgemini.

EMPLOYMENT OFFER LETTER

Capgemini Ref: 5193015 /1061210,

11/24/2021,

Nidhi Jaiswal
D/O Rakesh Jaiswal, Janghai Bazar, Janghai , Allahabad , Uttar Pradesh-212401,
Prayagraj ,,
India

Confidential

Dear Nidhi Jaiswal,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **11/25/2021** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**

B) You will be required to work at the Company's offices in location **Gurgaon**

C) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only)**. Please refer **Annexure-A** for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 380,006.00 (Rupees Three Lakhs Eighty Thousand and Six only)**. Please refer **Annexure -B** for details.

Your compensation shall be paid on a monthly basis, in arrears. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Annexure - A

Nidhi Jaiswal

Analyst

Total Cost to Company (CTC).

Rs.300,002.00

| Monthly Components | Per Month | Annualized |
|--|---------------------|-----------------------|
| Basic | Rs 15,000.00 | Rs 180,000.00 |
| House Rent Allowance | Rs. 3,679.00 | Rs 44,148.00 |
| Other Allowances and Reimbursements – 1 # | Rs. 0 | Rs.0 |
| Other Allowances and Reimbursements – 2 + | Rs. 0 | Rs. 0 |
| Advance Statutory Bonus | Rs. 3,149.00 | Rs. 37,788.00 |
| Gross monthly salary | Rs.21,828.00 | Rs. 261,936.00 |
| | | |
| Statutory payments ++ | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | | Rs.8,664.00 |
| | | |
| Total Fixed Compensation | | Rs.292,200.00 |
| Total Cash Compensation | | Rs.292,200.00 |
| Benefits | | |
| Medical, Accident & Life Insurance Premium | | Rs. 7,802.00 |
| Capgemini contribution to ESI | | Rs.0.00 |

| | | |
|------------------------------|--|-----------------------|
| Total Cost to Company | | Rs. 300,002.00 |
|------------------------------|--|-----------------------|

Annexure - B

Nidhi Jaiswal

Analyst

Total Cost to Company (CTC).

Rs.380,006.00

| Monthly Components | Per Month | Annualized |
|---|---------------------|----------------------|
| Basic | Rs.15,000.00 | Rs.1,80,000.00 |
| House Rent Allowance | Rs.9,000.00 | Rs108,000.00 |
| Other Allowance and Reimbursement - 1 | Rs.1,199.00 | Rs.14,388.00 |
| Other Allowance and Reimbursement - 2 | Rs.147.00 | Rs.1,764.00 |
| Advanced Statutory Bonus | Rs.3,149.00 | Rs.37,788.00 |
| | | |
| Gross monthly salary | Rs.28,495.00 | Rs.341,940.00 |
| Statutory payments ++ | | |
| Capgemini's contribution to PF ++ | Rs.1,800.00 | Rs.21,600.00 |
| Gratuity (accrual only) | Rs.722.00 | Rs.8,664.00 |
| | | |
| Total Fixed Compensation | Rs.31,017.00 | Rs.372,204.00 |
| Total Cash Compensation | Rs.31,017.00 | Rs.372,204.00 |
| Benefits | | |
| Medical, Accident & Life Insurance Premium | | Rs.7,802.00 |
| Capgemini contribution to ESI | | Rs.0.00 |

| | | |
|------------------------------|--|----------------------|
| Total Cost to Company | | Rs.380,006.00 |
|------------------------------|--|----------------------|

You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

| Other Allowance & Reimbursements - 1 | Annualized |
|---|-------------------|
| Remote Working Allowance | 19800.00 |
| Books and Journals | 24000.00 |
| Professional Pursuit | 180000.00 |
| Conveyance Allowance | 63,600.00 |

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

| Other Allowance & Reimbursements - 2 | Annualized |
|---|-------------------|
| Leave Travel Assistance | 60,000.00 |
| Meal Card | 26,400.00 |
| Vehicle & Driver Reimbursement | 21,600.00 |

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.

4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law.
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the component
- # All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements - 2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC- In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

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.

F.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;

- d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
- e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
- f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
- g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
- h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
- i. Your employment shall be subjected to the below-mentioned additional terms and conditions.

a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-December-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

b. You will be required to clear the mandatory Entry Level Certification Training Test of the Company in the first attempt. The details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

c. As a condition of your employment with the Company, you will be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

- j. You have achieved minimum 60% aggregate in all semesters of your graduation.
- k. You submit the following mandatory documents before the date of joining..
 - 1. Highest Degree/Provisional Certificate and Final year Mark sheet.
 - 2. In case you do not have the Education documents on the Day of joining, you should submit the same to the HR not later than 3 months from Date of Joining.
- l. You will join our Fresher training and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi
Mumbai, Maharashtra 400708

Email: hremployeeservices.in@capgemini.com

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh
Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Nidhi Jaiswal

Date: 11/24/2021

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. **CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem

- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote 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. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;

- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties 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. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

- 5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon 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.
- 5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
- 5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.
- 5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.
- 5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- 5.15 You hereby represent to the Company that:
- a.) you are legally permitted to reside and be employed in India;
 - b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
 - c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
 - d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
 - e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and

- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;

- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights),

including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and

market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) 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 asset/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 this Letter or 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 and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company 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.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.

This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature
Date:



OFFER CUM APPOINTMENT LETTER

Vanshaj Singh
81/15, Yadav Market, Barra-2, Kanpur
Kanpur
208027
IN

Dear Vanshaj,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **Software Development Engineer** at **Bangalore**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your employment with Amazon India will commence on **27-Jun-2022**.

2. Duties

- 2.1 You will be employed in the position of **Software Development Engineer**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities



advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

4. Place of Work

Your initial place of work will be at Amazon India's facility in Bangalore. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining during the period of the Covid-19 Pandemic,

you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

5. Remuneration

- 5.1 Your Annual Base Pay will be **Rs.2,000,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.
- 5.3 You will also receive a sign-on bonus of **Rs.320,000** for the first year and **Rs.300,000** for the second year, which will be paid in twelve monthly instalments, starting at the end of your first month of employment, subject to your continued employment with the Company. The said bonus amount will be payable in accordance with the Company's standard payroll practice and subject to withholding applicable taxes. If your employment with the Company is terminated for any reason during your first two years of employment, the said monthly payments will cease after the date of termination and you will not be entitled to any further payments.

6. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees'

Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhaar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

8. Confidential Information and Confidentiality Obligations

8.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

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REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th
Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka
India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :
U72200KA2004FTC034233

- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
 - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

- (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
 - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
 - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;
- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
 - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
 - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
 - (13) any copies of the above mentioned information.

8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

9. Intellectual Property Rights

- 9.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:
- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
 - (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;
 - (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;
 - (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
 - (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.
- 9.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and



related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

- 9.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.
- 9.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

9.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

10. Non-Solicitation

- 10.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and
- 10.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company

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Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka
India

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(whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

11. Employee Data Protection

- 11.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 11.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

12. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

13. Termination of Employment

- 13.1 This agreement will be terminable by either party by giving written notice of a tenure (exclusive of any leaves availed during that period) as determined by the employee's job level at the time of exit - or payment of salary in lieu of such notice period to the other party. Employees exiting at job levels L6 or higher will be subject to two months written notice; employees exiting at job levels L5 or lower will be subject to one month written notice. You are being offered this position at 4, which corresponds to a 1 months' notice period at the time of hiring, but may get changed based on your job level at the time of exit. Amazon India holds the right to accept or deny payment in lieu of the said written notice.
- 13.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
- (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
- (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
- (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
- (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
- (vi) commit any act detrimental to the interest of Amazon India;
- (vii) abstain from work for seven consecutive days without informing Amazon India;

13.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

14. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

16. New Hire Background Investigation

- 16.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.
- 16.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.
- 16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.
- 16.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 6 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

17. Foreign Nationals

- 17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.
- 17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.
- 17.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have



required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

18. Representations and Warranties

You hereby represent and warrant to the Company that:

- 18.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;
- 18.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 18.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);
- 18.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 18.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 18.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

19. Other Particulars

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- 19.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter
- 19.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

21. Waiver

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

22. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

23. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other



corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

24. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

25. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

26. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

27. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

28. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

29. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

30. Survival

Your obligations under Sections 8, 9, 11, 13, 20, 21, 23, 25, 26, 27 and this Section 30 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.



You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By

Signed by:ANAL SAHA
Date: 2022.06.10 01:13:35 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.



Offer: Computer Consultancy
Ref: TCSL/DT20207057583/Delhi
Date: 09/01/2021

Ms. Pallavi Kaur Jauhar
95-F Block Panki Kanpur F Block Panki,
Near Florets International School,
Kanpur-208020,
Uttar Pradesh.
Tel# 91-7376566629

Dear Pallavi Kaur Jauhar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Registered Office: Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Service Line: 1800 209 3111 Email: careers@tcs.com

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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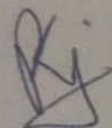
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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

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13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 5th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 1117 Email: careers@tcs.com



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original Documents** for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

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- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

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TCS Careers Serviceline: 1-800-20-3111 Email: careers@tcs.com

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24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



Click [here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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TCS Careers Serviceline: 1 800 209 4711 e-mail: careers@tcs.com



GROSS SALARY SHEET

Annexure 1

| | |
|----------------|--|
| Name | Pallavi Kaur Jauhar |
| Designation | Assistant System Engineer-Trainee |
| Institute Name | Chatrapati Shahuji Maharaj Kanpur University, Kalyanpur, Kanpur |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---------------------------------------|---------|-------------|
| 1) Fixed Compensation | | |
| Basic Salary | 14,784 | 1,77,408 |
| Bouquet Of Benefits # | 7,646 | 91,752 |
| 2) Performance Pay** | | |
| Monthly Performance Pay | 1,700 | 20,400 |
| Quarterly Variable Allowance* | 600 | 7,200 |
| 3) City Allowance | 200 | 2,400 |
| 4) Annual Components/Retirals | | |
| Health Insurance*** | NA | 7,900 |
| Provident Fund | 1,774 | 21,289 |
| Gratuity | 711 | 8,533 |
| Total of Annual Components & Retirals | 2,485 | 37,722 |
| Retention Incentive | NA | 0 |
| TOTAL GROSS | 27,415 | 3,36,877 |
| Xplore/ Learning Incentive**** | | Upto 60,000 |

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|----------------------------------|---------|--------|
| House Rent Allowance | 5,914 | 70,968 |
| Leave Travel Assistance | 1,232 | 14,784 |
| Food Card | 500 | 6,000 |
| GROSS BOUQUET OF BENEFITS | 7,646 | 91,752 |

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Annexure 2

| | |
|--|---|
| Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007 | Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka |
| BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024 | Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119 |
| DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana | DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP |
| Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House, G.S. Road, Dispur, Guwahati - 781006, Assam | Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad |
| INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh | KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords |
| KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042 | MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606 |
| NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108, | PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra |
| Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India | |

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, Information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

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9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

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Offer Letter and Terms of Employment

Date: 03.11.2021

Dear **Priyanka Rathore**,

At the outset, we would like to extend our sincere thanks for exploring career opportunities with KPIT. Further to our discussions, we are delighted to extend you an offer of employment.

This offer is based on your profile, relevant work experience and performance in the selection process.

- Role: **Trainee**
- Designation: **Trainee**
- Grade: **A**

Your Total Target Compensation including all benefits will be Rs. 3,60,000/- (Three Lakh Sixty Thousand) per annum; upon Successful Completion of KPIT Elective (If Applicable).

You shall be governed by the terms and conditions of service during your employment with KPIT as per existing policies and those that may be amended from time to time.

Kindly confirm your acceptance through the system generated email within 7 days from the date of this offer beyond which this offer is considered null and void. Your offer is subject to a positive background check and in case the background check comes out negative, company reserves the right to terminate your services with immediate effect.

You will be eligible for Gratuity, Mediclaim and Group Personal Accident Insurance benefits as per the company policy. The duly signed appointment letter will be issued to you on the first day of your joining at KPIT only upon submitting your valid testimonials and related joining formalities.

A new assignment, work place and colleagues, await you to jump start to achieve the company's vision of building a global Mobility Organization. Work life at KPIT is all about mobility, enabling our customers by accelerating implementation of next generation mobility technologies. We value fun as an integral part of our culture.

Yours Sincerely,

For: KPIT Technologies Limited



Rahul Uplap

Associate Vice President

Global Head - Education & Competency Development (ECoDe)

OTHER BENEFITS

Annual Leave

- You will be eligible for Annual Leave as per the Employer's Leave Policy, the policy however can be modified time to time at Employer's discretion. You can refer to the Leave Policy on the "myWorld", KPIT's internal portal

Holidays

- You are entitled to Public Holidays applicable at India every year at the regular rate of pay. If placed at a customer site, you must follow holidays observed by customer.

Benefits Coverage

- Group Medical Insurance cover of **INR 6,00,000.00/-**
- Group Term Life Insurance cover of **INR 10,05,000.00/-**
- Group Personal Accident Insurance cover of **INR 20,00,000/-**

* The above Plan however can be modified on yearly basis at Employer's discretion

Annual Health Checkup

- You and your family (Spouse, Parents and Parents in law) will be eligible for the KPIT Annual Health Checkup organized every year.

* The above Plan however can be modified on yearly basis at Employer's discretion

Terms of Employment -

Bond

- You will also be required to sign a bond of 2 years on the date of joining the Company (For some additional technology trainings, there will be a separate additional bond). In the event of breaching the bond, there will be a penalty of INR 2,00,000 payable to the company in lieu of training costs. The detailed terms and conditions are given in the agreement. You acknowledge that you are willing to sign the bond at the time of joining.

Compensation Structure

- The structure of the compensation package offered to you will be as per the prevailing Company policy at the time of your joining.

Conditional Offer:

- The Offer is valid subject to :
 - a. Passing of KPIT PACE Assessment (if applicable)
- Your joining in the organization is subject to:
 - a. Completion of degree in stipulated time frame, without keeping any terms/backlog and is eligible for award of degree certificate by the respective University.
 - b. Submission of all the relevant academic certificates / mark sheets.
 - c. In case at the time of joining the Company OR within a time specified by the Company, the candidate is not able to produce the above documents, the Offer / employment will be terminated with immediate effect.

PACE & EkWip Program

- **PACE** (Program for Academic Collaboration and Engagement) is a KPIT flagship program, which provides foundation knowledge on the Automotive Technologies. The KPIT created courses are delivered to students while they are in the Institution for their degree program. It is recommended that Students can opt to undergo this program at their own choice to make themselves Industry ready.
- **EkWip** program is a KPIT program that engages the candidates who have been offered KPIT placement to make them KPIT ready even before they join us. This is a mandatory intense online program that is administered through digital technologies.
- Its mandatory for all the candidates who receive an offer from KPIT to complete the **PACE and EkWip** programs which includes assessments. The assessment scores will determine the on-boarding process.
- Course Contents, Subject Matter Expert's™ connects and assessments would be hosted through digital platforms.
- Course launch dates and duration will be communicated later, by the campus team.

KPIT Technologies Limited

Registered & Corporate Office: Plot 17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase III, Maan, Taluka - Mulshi, Hinjawadi, Pune - 411057, India. | CIN: U74999PN2018PLC174192

O +91 20 6770 6000
E info@kpit.com
W kpit.com

Joining Date and Location

- Will be announced later by Campus team. Joining date and location depends on business need, batch planning and your PACE assessment score. On-boarding date is spread across the financial year.

Working Hours

- Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

Mobility

- KPIT reserves the right to transfer / utilize your services at any of its offices, work sites, or outside India, on the terms and conditions as applicable to you at the time of transfer.

Salary Review, Increments and Promotions

- Your performance and contribution to the company will be an important consideration for salary Review, increments and promotions
- You will be considered for salary review and promotions as per the company's policies effective from time to time.

Alternative Employment

- As a full-time employee of KPIT, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the written permission of KPIT

Confidentiality Agreement

- As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of KPIT and its clients

Overseas Agreement / International Assignment Agreement

- If you are on international assignment, you will be covered by the KPIT International Assignment policy from the date of deputation, accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement(s).
- In case of every international assignment that exceeds 30 days, you will be required to serve notice period KPIT as per the policy. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to KPIT and its associates. This transfer of knowledge and information is essential for KPIT to continue to serve its clients and customers better
- If you are deputed internationally for training, you will be required to sign an agreement to serve KPIT for a minimum period of 12 months on completion of training

KPIT Code of Conduct

- You are required to sign the KPITs Code of Conduct and follow the same in your day to day conduct as an employee of KPIT

Notice Period

- During your employment with KPIT, either you or KPIT can terminate the appointment by giving 90 calendar day's written notice or 3 month's basic salary in lieu of the notice.
- The Company reserves the right to release the employee prior to the notice period taking into consideration business needs and work exigencies and the Company will not be liable to make any payment to the employee in lieu of the notice period. If you are covered under Deputation Agreement / International Assignment Agreement, either you or KPIT can terminate the appointment by giving 90 calendar day's written notice as set out in the Separation Policy of KPIT
- KPIT reserves the right, if it is in the interest of the business and current assignment, to ask you to complete your notice period or decide whether your existing earned vacation or basic salary in lieu of notice period may be adjusted against the entire or partial notice period.
- In case you decide to end your employment with the Company or the Company terminates your services for any reason before you complete one year of employment with the Company,
- The company retains the right to recover from you any expenses incurred by it about your recruitment including, but not limited to, fees paid to consultant, joining benefits paid to you (if any), etc. and
- The company retains the right to recover from you any expenses incurred by it for processing any visa/ work permit for you and/or any of your family members.
- The Company also reserves the right to recover the period costs of any specific expenditure incurred, either on processing a visa/ work permit or for any specific training given for an assignment and where you are unable, for any reason, to fulfil your part of the obligation, either to travel or to complete the assignment.

KPIT Technologies Limited

Registered & Corporate Office: Plot 17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase III, Maan, Taluka - Mulshi, Hinjawadi, Pune - 411057, India. | CIN: U74999PN2018PLC174192

O +91 20 6770 6000
E info@kpit.com
W kpit.com

Retirement

- You will retire from the services of the Company on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

Employment in India

- In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with KPIT. Keeping your permit / permission up to date during the course of employment with KPIT and submitting a valid copy of that to KPIT is your responsibility

Letter of Appointment

- You will be issued a letter of appointment at the time of your joining and completing joining formalities as per KPIT's policy

Terms and Conditions

- The above terms and conditions of employment are specific to your employment in India and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment

Rules and Regulations of the Company

- Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of KPIT as applicable to you and the changes therein from time to time.

Compliance to all clauses

- You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and / or condition would entitle KPIT in withdrawing this offer letter at its sole discretion.

Validity:

- This offer is valid for a period of 7 days from the date of issue. Also, the company has made the offer of employment on the basis of the bonafide statements and facts provided by you. At the time of employment or during employment if the company finds the information provided to be false or misleading, it reserves the right to take appropriate disciplinary action against you which also includes termination of employment.
- In case you decide to end your employment with the Company or the Company terminates your services for any reason before you complete one year of employment with the Company,
- the company retains the right to recover from you any expenses incurred by it in connection with your recruitment including, but not limited to, fees paid to consultant, joining benefits paid to you (if any), etc. and
- the company retains the right to recover from you any expenses incurred by it for processing any visa/ work permit for you and/or any of your family members

Arbitration

- Any dispute concerning the subject matter of the present appointment letter or Confidentiality & IPR Assignment Undertaking or the breach, termination or validity thereof which shall include but not limited to issue as to the interpretation, operation, or effect of any clause contained in it or any other difference arising (a 'Dispute') shall be first attempted to be settled mutually, failing in which, the dispute shall be referred to the sole arbitrator to be appointed mutually.
- In case the Arbitrator is not appointed mutually, the dispute shall be referred to the arbitrator that shall be appointed by the High Court of Judicature of Bombay on an application in that behalf by either of the party as per the provisions of the Arbitration and Conciliation Act 1996.
- The place of arbitration shall be city of Pune, Maharashtra. The language of proceedings shall be English. The dispute shall be subject to and governed by the laws prevalent in India. However, in case of any difference on provisions of law in State Law and Central Law on a particular subject, state laws applicable in state of Maharashtra shall prevail.

Culture at KPIT:

- KPIT has open door policy which makes the work culture transparent and easy to approach
- It always gives opportunities and challenges beyond your current role to prove yourself and achieve greater heights
- KPIT has an open culture, a great work environment, and offers a sense of belonging to employees, which is conducive to future growth.
- KPIT is the perfect place for someone looking for a challenging, fast growing environment with opportunities to take on bigger responsibilities and learn cross functional skills
- With a relatively flat organizational structure, KPIT encourages innovative thinking and gives everyone a sound hearing, regardless of the seniority of the individual.
- Channelization of raw energy and execution of good ideas is brought in by young employees like you.
- KPIT gives you a platform for new ideas and a lot of innovation is fostered here.
- Gives you an opportunity to discuss ideas with the senior management and be enabled to execute them, at a relatively early stage of your career.

The Dhoom Club:

- Where passion comes alive, where a world of awesomeness, away from the drudgeries of mundane work awaits you, where we take fun seriously! Dhoom caters to a wide variety of interests - **sports, music, photography, art, theatre, treks.** Get ready to showcase your talent even at Work!

Corporate Social Responsibility (CSR):

- Community Contribution is one of the seven core values at KPIT. It has a significant mention in our mission and vision to reflect our commitment towards it.
- Few of our CSR Initiatives:
 - Chhote Scientists
 - Water Conservation through mass volunteering
 - Reforestation Program
 - Meet the Social Legends

Document submission

1. You are required to submit your documents in TalentOjo before 2 weeks of your joining date, for which you would receive an email from us.
2. Along with document submission, you are also requested to update your personal information and verify the Non-Disclosure Agreement before uploading your signature.
3. National Apprenticeship Training Scheme (NATS) Enrollment (mandatory)
 - You must register on NATS portal to enroll yourself in apprentice.
 - It is compulsory for fresher to register on NATS, please consider doing this on priority before joining.
 - You need to get your 16 digits NATS enrollment number on day of joining.
 - Below is the link: <https://mhrdnats.gov.in/boat/contracts/getAllContracts.action>

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:15-Jun-2021

**Riya Sachan
C9634175**

J-593 Avas Vikas Kesavpuram Kalyanpur, Kanpur

7985908722

Dear **Riya Sachan**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group- Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Terms of Employment

Your employment with Accenture will be governed by the clauses mentioned in the attached "Terms of Employment". You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college with an aggregate of 65% and above or 6.5 CGPA and above in the current degree as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

Pre-Onboard Learning Module: To provide our new joiners with a unique learning experience, Accenture has designed a special online learning module called - Technology Fundamentals Online Learning Program (Hereinafter referred to as "program"). This program further provide details about the training opportunities and terms of training/assessments that were shared with you in your Letter of Intent. To ensure that you have ample time to learn at your own pace, and prepare for the ensuing assessments, you will have complete access to the program for 45 days from the date you receive the training link.

Details of the program and assessment are as below:

- The program is hosted on a virtual platform that you can access from anywhere and it will provide you with all the information and trainings that you need to begin your career at Accenture.
- After going through all the learning modules, you will be required to go through Technology Fundamentals Assessments based on what you have learned in the program.
- On successfully completing the program within 45 days and clearing the program assessments in your first attempt, you will be eligible to receive a learning Incentive of INR 10,000.
- In case you fail to clear the assessments in your first attempt, or do not complete the program within 45 days from the receipt of the training link, you will not be eligible for any learning incentive.
- To clear the assessments, you will need to score a minimum of 60% marks in each assessment test. In case are not able to score the required 60% in your first attempt, you will get two additional attempts where you will need to score a minimum of 65% marks to successfully clear the assessments.
- During each re-attempt, reasonable help, guidance and appropriate refresher training sessions will be provided to you.

Your employment with Accenture is subject to you successfully completing the program assessments mentioned above. In case you are not able to clear the program assessments in three attempts, your offer will stand revoked.

After successful completion of the aforementioned assessments, and after joining the Company, you will need to undergo further training program(s), with specified timeframes, for the specific skill-set assigned to you. Periodic tests will be conducted throughout this training program and you are expected to clear all of them. You will need to score a minimum of 60% marks in each of these tests to clear the Accenture-specific training program. If you are unable to score 60% in your first attempt, you will get two more opportunities to take the test and score the required passing percentage. Your employment with Accenture is subject to you successfully completing the Accenture-specific training program. If you are unable to clear the Accenture-specific training program tests in three attempts, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure (II) along with the signed copy of this offer letter and Terms of Employment.

After accepting this offer, we encourage you visit Countdown to the Company (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This on-line, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history - as well as tips on how to develop yourself (and your career) in the future.

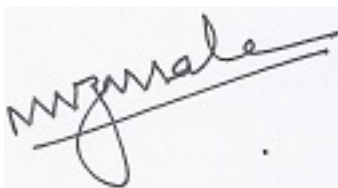
In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to:

<https://indiacampus.accenture.com/candidate>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

| Total Cash Compensation Elements | |
|--|--------------|
| | Annual (INR) |
| (A) Annual Fixed Compensation | 383000 |
| (B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%) | 32500 |
| Maximum Annual Total earning potential (A+B) | 415500 |
| Joining Bonus (Refer to the Section C) | 25,000 |
| (D) Additional Benefits | |
| Gratuity as per law [#] | 9500 |
| Insurance Premium(notional value) | |
| Total Cash Compensation + Total Additional Benefits (A+B+C+D) | 450000 |

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 383000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY21 Local Variable Bonus programme (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB programme guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus and an additional bonus as per the terms mentioned below.

- Joining Bonus: of INR 25,000 payable upon joining the organization and will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

1. Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 300,000 per annum. Premium for this will be paid by the Company.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent's in-law & any additional child under a separate Insurance plan up to INR 500,000 per annum. The entire premium for this will have to be borne by you. This plan allows for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent's in-law and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your gross annual fixed compensation
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000

In addition to the above, you will also be eligible for the following benefits:

1. Gratuity amount is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.



Technologies Pvt. Ltd.

Temporary Card

Name Shoaib Hussain

Emp. ID NTID-762

Joining Date 1st June

Note : Kindly submit your photograph for permanent card

203-204, Aggarwal City Plaza, Mangalam Place,
Sector-3, Rohini, Delhi-110085

Tel.+91-011-47567701-02

Website : www.nethues.com

sopra  steria



**Brijmangal
Chaudhary**

702629

Seaview Special Economic Zone,
Building 4, Plot No. 20 & 21,
Sector - 135, Gautam Buddh
Nagar, Noida - 201304 (U.P.)

Emergency No.:
6393718598

2022-7-2