Dr. Ambedkar Institute of Technology Department of Electronics & Telecommunication Engineering

The enclosed documents are verified and approved.

HoDH. O. D
Dept. of Electronics & Telecommunication Engg. Dr. Ambedkar Institute of Technology

Bengaluru-560 056

De superior and a property that or factiones a filter me, was able to

Dr. AMBEDKAR INSTITUTE OF TECHNOLOGY PLACEMENT DETAILS OF TELECOMMUNICATION DEPARTMENT PLACED STUDENTS DETAILS 2017-18

SL.N	o Name	LICAL		Discouling the second second
	Olivanic	USN	Department	Placed in
1	Anand kumar G	1DA14TE001	TCE	Tata Consultancy Services
2	Anitha V	1DA14TE002	TCE	Tata Consultancy Services
3	Bhargav. P. Sarvajna	1DA14TE008	TCE	Tata Consultancy Services
4	Darshan.R	1DA14TE013	TCE	Tata Consultancy Services
5	Kumudha K R	1DA14TE020	TCE	Tata Consultancy Services
6	Manjushree S	1DA14TE023	TCE	Tata Consultancy Services
7	Pooja I	1DA14TE030	TCE	Tata Consultancy Services
8	Prashanth S	1DA14TE032	TCE	Tata Consultancy Services
9	Preethi G Deshpande	1DA14TE035	TCE	Tata Consultancy Services
10	Sai Srivatsa S	1DA14TE040	TCE	Tata Consultancy Services
11	Sushma k	1DA14TE049	TCE	Tata Consultancy Services
12	Swathi S	1DA14TE050	TCE	Tata Consultancy Services
13	Srikanth R	1DA15TE406	TCE	Tata Consultancy Services
14	Anjana Khadka	1DA14TE003	Į TCE	Doctto Care
15	Bhargav P Sarvajna	1DA14TE008	TCE	Doctto Care
16	Nikhil J	1DA14TE026	TCE	Doctto Care
17	Anjana Khadka	1DA14TE003	TCE	Hinduja Global Solutions
18	Anusha Pawar. R	1DA14TE004	TCE	Hinduja Global Solutions
19	Gaurav.J	1DA14TE017	TCE	Hinduja Global Solutions
20	Manasa . R	1DA14TE022	TCE	Hinduja Global Solutions
21	Misba Afroze	1DA14TE025	TCE	Hinduja Global Solutions
22	Prathiksha Ramesh	1DA14TE034	TCE	Hinduja Global Solutions
23	Shruthi SP	1DA14TE044	TCE	Hinduja Global Solutions
24	Shubham Mohapatra	1DA14TE045	TCE	Hinduja Global Solutions
25	Shweta shridhar Hiregange	1DA14TE046	TCE	Hinduja Global Solutions
26	T N Bhuvana	1DA14TE051	TCE	Hinduja Global Solutions
27	Keeresh	1DA15TE402	TCE	Hinduja Global Solutions
28	Bhargav P Sarvajna	1DA14TE008	TCE	Hinduja Global Solutions
29	Ashwini A N	1DA14TE006	TCE	Bob Technologies
30	Bhargav. P. Sarvajna	1DA14TE008	TCE	Bob Technologies
31	Misba Afroze	1DA14TE025	TCE	Bob Technologies
32	Nischitha shekar	1DA14TE027	, TCE	Bob Technologies
33	Prathiksha Ramesh	1DA14TE034	TCE	Bob Technologies
34	Roja	1DA14TE038	TCE	Bob Technologies
Section 1	Shruthi SP	1DA14TE044	TCE	Bob Technologies
-	Sneha	1DA14TE047	, TCE	Bob Technologies
37	T N Bhuvana	1DA14TE051	TCE	Bob Technologies
38	Srikanth. N	1DA13TE410	TCE	Bob Technologies
ASSESSMENT OF THE PARTY OF THE	Prathiksha Ramesh	1DA14TE034	TCE	Collabera
Section 1997	Misba Afroze	1DA14TE025	TCE	Collabera
San State of	Kumari smita	1DA14TE019	TCE	Collabera
42	Kumuda K R	1DA14TE020	TCE	Collabera
ACCRECATE OF	Rashmi V	1DA14TE037	TCE	Collabera
THE RESERVE OF THE PARTY OF THE	Nischita	1DA14TE027	TCE	Collabera
44	Macinta	IDMI41EUZ/ I	I L E	Collabela

SL.No	Name	USN	Department	Placed in
46	Anjana	1DA14TE003	TCE	Collabera
47	Bhargav	1DA14TE008	TCE	Collabera
48	Sneha	1DA14TE047	TCE	Collabera
49	Shobha B C	1DA14TE043	TCE	Collabera

TRAINING AND PLACEMENT OFFICER
Dr. Ambedkar Institute of Technology
Bengaluru - 560 056.



Dr. Ambedkar Institute of Technology

Training & Placement Cell PLACED STUDENTS DETAILS 2016-17

Department: Telecommunication Engineering

L.NO	Name	USN	Branch	Company	СТС
1	AISHWARYA CHANDRASHEKAR	1DA13TE001	TCE	Tata Consultancy Services	3.3 LPA
2	AISHWARYA D.P	1DA13TE002	TCE	Tata Consultancy Services	3.3 LPA
3	ANUSHA R	1DA13TE007	TCE	Tata Consultancy Services	3.3 LPA
4	ARCHANA KOTHARI K	1DA13TE008	TCE	Tata Consultancy Services	3.3 LPA
5	ARCHANA R	1DA13TE009	TCE	Tata Consultancy Services	3.3 LPA
6	B PRERANA JAIN	1DA13TE011	TCE	Tata Consultancy Services	3.3 LPA
7	BALAKRISHNA R.G	1DA13TE012	TCE	Tata Consultancy Services	3.3 LPA
8	DEEPIKA S	1DA13TE018	TCE	Tata Consultancy Services	3.3 LPA
9	GANARAJ N HEGDE	1DA13TE020	TCE	Tata Consultancy Services	3.3 LPA
10	HARMINDER SINGH	1DA13TE022	TCE	Tata Consultancy Services	3.3 LPA
11	HARSHITHA K	1DA13TE023	TCE	Tata Consultancy Services	3.3 LPA
12	JASWANTH RAJ RAJAN	1DA13TE025	TCE	Tata Consultancy Services	3.3 LPA
13	KOMALA B K	1DA13TE026	: TCE	Tata Consultancy Services	3.3 LPA
14	MAHESH MANJUNATHA SHETTY	1DA13TE030	TCE	Tata Consultancy Services	3.3 LPA
15	MALASHREE GANESHA HEGDE	1DA13TE031	5 TCE	Tata Consultancy Services	3.3 LPA
16	MUYEEZ KHAN S	1DA13TE038	TCE	Tata Consultancy Services	3.3 LPA
17	PRAMOD D H	1DA13TE042	TCE	Tata Consultancy Services	3.3 LPA
18	SANTHOSH R	1DA13TE050	TCE	Tata Consultancy Services	3.3 LPA
19	SHRADDHA JANARDHAN SHET	1DA13TE052	TCE	Tata Consultancy Services	3.3 LPA
20	SUSHMITHA R S	1DA13TE058	TCE	Tata Consultancy Services	3.3 LPA
21	SWATI AMAGONDA JAMADAR	1DA13TE060	TCE	Tata Consultancy Services	3.3 LPA
22	SWATI GANAPATI HEGDE	1DA13TE061	TCE	Tata Consultancy Services	3.3 LPA
23	ANANTHARAGHU C.R	1DA13TE004	TCE	Tech Mahindra	3.25 LPA
24	JAFFER NADEEM	1DA13TE024	TCE	Tech Mahindra	3.25 LPA
25	LAVANYA K	1DA13TE028	TCE	Tech Mahindra	3.25 LPA
26	MALLIKA M	1DA13TE032	TCE	Tech Mahindra	3.25 LPA
27	MANASA R	1DA13TE033	TCE	Tech Mahindra	3.25 LPA
28	RAJASHEKAR M	1DA13TE047	TCE	Tech Mahindra	3.25 LPA
29	SWATHI BHARDWAJ R	1DA13TE059	TCE	Amazon	2.9 LPA
30	RANGARAJAN K K	1DA13TE063	TCE	Pinclicks	2.88 LPA
31	ARCHANA KOTHARI K	1DA13TE008	1 TCE	L&T Technology Services	3.6 LPA
32	HARMINDER SINGH	1DA13TE022	TCE	L&T Technology Services	3.6 LPA
33	JAFFER NADEEM	1DA13TE024	, TCE	L&T Technology Services	3.6 LPA
34	MANJUNATH P	1DA13TE035	TCE	L&T Technology Services	3.6 LPA
35	CHETHAN N	1DA13TE017	TCE	Maintech Technologies	1.8 LPA
36	MONIKA S	1DA13TE036	TCE	Maintech Technologies	1.8 LPA
37	MONISHA N SHARMA	1DA13TE037	TCE	Maintech Technologies	1.8 LPA
38	NIVEDITHA G	1DA13TE040	TCE	Maintech Technologies	1.8 LPA
39	RAGHAVENDRA K S	1DA13TE045	TCE	Maintech Technologies	1.8 LPA
40	SUMALATHA V	1DA13TE055	TCE	Maintech Technologies	1.8 LPA
41	VARSHINI R	1DA13TE062	TCE	Maintech Technologies	1.8 LPA

TRAINING AND PLACEMENT OFFICER Dr. Ambedkar Institute of Technology Bengaluru - 560 056.

Dr. AMBEDKAR INSTITUTE OF TECHNOLOGY, BANGALORE- 560056 TRAINING & PLACEMENT CELL

TELECOMMUNICATION ENGG PLACED STUDENTS 2015-16

L NO	Name of the Students	USN No	Placed in (Name of the company)	CTC(Lakhs per annum)
1	Subramanya A Iyer	1DA12TE050	Alcatel Lucent (Nokia)	6 LPA
2	Bhargavi R	1DA12TE009	Anora Semiconductor Labs	3.5 LPA
3	Anusha G	1DA12TE005	Collabera	5 LPA
4	Pavithra N	1DA12TE029	Collabera	5 LPA
5	S Sunitha	1DA12TE041	Collabera	5 LPA
6	Subramanya A Iyer	1DA12TE050	Collabera	5 LPA
7	Phaneendra V	1DA12TE030	Tata Consultancy Services	3.3 LPA
8	Bhargavi R	1DA12TE009	Tata Consultancy Services	3.3 LPA
9	Ashwini Hegde	1DA12TE006	Tata Consultancy Services	3.3 LPA
10	Manjunath Rajashekar	1DA12TE024	Tata Consultancy Services	3.3 LPA
11	Varsha G S	1DA12TE058	Tata Consultancy Services	3.3 LPA
12	Bhagyalakshmi C	1DA12TE007	Tata Consultancy Services	3.3 LPA
13	Vaishali Gayatri	1DA12TE056	Tata Consultancy Services	3.3 LPA
14	Bindu	1DA12TE010	Tata Consultancy Services	3.3 LPA
15	Prakash Bhat	1DA12TE032	Tata Consultancy Services	3.3 LPA
16	Tejas N	1DA12TE054	Tata Consultancy Services	3.3 LPA
17	Tejaswini J	1DA12TE055	Tata Consultancy Services	3.3 LPA
18	Prashanth Galande	1DA12TE034	Tata Consultancy Services	3.3 LPA
19	Inderlal Choudary	1DA12TE017	Tata Consultancy Services	
20	Pramath Nivarthi	1DA12TE033	Tata Consultancy Services	
21	Madhurya Murthy	1DA12TE022	Tata Consultancy Services	
22	Pooja	1DA12TE031	Tata Consultancy Services	
23	Sridevi Venkob	1DA12TE049	Tata Consultancy Services	
24	Rajashree K N	1DA12TE037	Tata Consultancy Services	
25	Vinay P	1DA12TE059	Tata Consultancy Service	
26	Vishnu Raju	1DA12TE062	Tata Consultancy Service	
27	Harshitha	1DA12TE015		
28	Raksha M V	1DA12TE039	Tata Consultancy Service	
	Subramanya A Iyer	1DA12TE050	Tata Consultancy Service	
29	Spoorthi Ramdas Nayak	1DA12TE048	Tata Consultancy Service	
30	Rajendra Reddy	1DA12TE038	Datakue services Pvt Ltd	d. 3.4 LP/

TRAINING AND PLACEMENT OFFICER
Or. Ambedkar Institute of Technology
Bengaluru - 560 056.

Placement Details for Assessment Year 2018-19						
Sl.no.	Name of the student placed	Enrollment no.	Name of the	Appointment letter referenceno. with date		
1	ARUNKUMAR S M	1DA15TE002	Ivy Mobility Solutions Pvt. Ltd.	Offer Letter, 23.12.2019		
2	AVINASH HIREKOD	1DA15TE003	Tata cunsultancy services	ID Card, 675781		
3	BANUSHREE	1DA15TE004	TCS	ID Card, 628508		
4	BHANUPRAKASH S	1DA15TE005	Motorola software solutions	Offer letter, 31.5.2022		
5	CHANDANA N	1DA15TE006	Concentrix	Offer letter, 15.2.2022		
6	DEEPALI G	1DA15TE008	TCS	ID Card, 1588864		
7	HARSHALA BHAVESH	1DA15TE010				
8	KEERTHANA L	1DA15TE016		Offer Letter		
9	NAGASHREE KV	1da15te020		Offer Letter		
10	NAYANA S	1DA15TE022		SSES/1491/21-22, 28.10.2021		
11	NIKHIL R	1DA15TE023	Infosys	HRD/3T/19-20/12825793, 1.8.2019		
12	NIKITHA S	1DA15TE024				
13	NITHYASHREE K M	1DA15TE025	TCS	ID Card,		
14	PREETHAM TN	1DA15TE027	TCS	Offer letter		
15	RAHUL S	1DA15TE031		ID Card, 18315		
16	SANJANA N	1DA15TE037				
17	SHREYAS U	1DA15TE041	Broadridge	BGLT1141		
18	SHWETHA. N. K	1DA15TE042		Offer letter		
19	SUDHA K NAIDU	1DA15TE044	Tata Consultancy Services	TCSL/CT20172197993/Bangalor 15.9.2018		
20	SUMITHRA A	1DA15TE045	TCS	TCSL/CT20172193029/Bangalor 15.9.2018		
21	SUSHMITHA B	1DA15TE046	KPMG GLOBAL SERVICES PVT LTD	Id Card, 85410		
22	T MOHAMMED AYAZ	1DA15TE047	Marlabs	Offer letter, 30.3.2021		
23	YESHWANTH KUMAR V	1DA15TE054	Zerofox India Pvt Ltd	Offer letter, 14.1.2021		
24	KEERTHI S	1DA16TE406	Yethi Consulting Pvt Ltd	HRD/CR/2021/22/6528		
25	PAVITHRA K J	1DA16TE407	Conneqt Business Solution Itd	Offer letter, 18.5.2022		
26	GANGADHARA S	1DA2016TE403		Offer Letter		
27	VEENA D R	1DA16TE410	NTT Data	Offer Letter		

	ment Details for A	Enrollment	Wallie of the	Appointment letter referenceno. with date
Sl.no.	student placed	no.	Employer	
1	ABHINAV AITHAL	1DA16TE001	BEL	831070, 16.3.2021
2	ARCHANA JIDDAGI	1DA16TE007	BOEING INDIA PRIVATE LIMITED	3419416,29.6.2021
3	ASHWINI S	1DA16TE008	Tata Consultancy services	TCSL/CT20192727851/BANGA LORE, 20.12.2020
4	HARSHITHA K P	1DA16TE014	TCS	TCSL/CT20192650891/129316 2/BANGALORE, 20.12.2020
5	KAVITHA B	1DA16TE016	CGI	U72200KA1990PTC019138, 16.10.2020
	KEERTHI S	1DA16TE017	Skandysys Private limited	SS0401
7	KISHAN G	1DA16TE018	Tata Consultancy Services Ltd	TCSL/CT20192649382/129343 2/BANGALORE, 16.7.2020
	MADHUSUDHAN N	1DA16TE022	Deloitte	OFFER LETTER, 18.3.2021
8		1DA16TE023	Tech Mahindra	782429, 7.9.2021
9	MAITRA	1DA16TE025	Deloitte	OFFER LETTER, 19.1.2022
10	MANOJ H MEGHANA DIXIT K R	1DA16TE027	Infosys	HRD/3T/1000793297/20-21, 8.1.2021
12	PRAJWAL N	1DA16TE037	Tata Consultancy Services	TCSL/CT20192648708/BANGA LORE, 13.9.2019
13	PRASANNA KAMATH	1DA16TE038	Infosys	HRD/3T/1000793361/20-21, 8.1.2021
14	B PREM	1DA16TE039	IBM	IN_63_326510BR_4249834, 14.10.2020
15	ROHITH G ADIGA	1DA16TE040	Mphasis	MPHTH2020-1045, 4.10.2019
16	SHRUTHI PR	1DA16TE044	HCL Technologies	52011201
17	SHUBHA IS	1DA16TE045	Tech Mahindra Ltd	793637/1889161/ELTP, 4.6.2021
18	SPOORTHY.M	1DA16TE046	IBM	IN_68_326529BR_3796835, 9.10.2020
19	SUSHMITHA KY	1DA16TE048	TCS	TCSL/CT20192661473/14599 0/BANGALORE, 22.2.2021
20	VINOD S	1DA16TE053	Infosys	1119738
21	ANUSHA N	1DA16TE003	Capgemini	4963520/1319581, 5.2.2022
-	SHREE RAKSHA K S	1DA16TE003	TCS	690391
22	NANDINI S V	1DA16TE042	Synconext technologies private limited	97, 9.2.2022
24	MANASWINI N S	1DA16TE024	Capgemini technology services India limited	4402995/715929, 30.3.2021
25	MONISH B	1DA16TE028	BYJU's	Offer letter, 29.10.2021
-	јуотні м.ѕ	1DA16TE015	TCS	TCSL/CT20192712090/BANG LORE, 18.2.2021

Placer	nent Details for A	Assessment Ye	ar 2020-21	
	Name of the student	Enrollmen tno.	Name of the Employer	Appointment letter referenceno. with
S.no.	placed		Employer	date
1	AJAYKUMAR S	1DA17TE001	Wipro technologies	20886180, 14.10.2021
2	AJAY V	1DA17TE002	Pwc Sdc	101109105, 5.7.2021
3	AKSHATHA S	1DA17TE003	Altiostar, Rakuten Sympony	Offer letter, 15.11.2021
4	AKSHAY P	1DA17TE004	Price Waterhouse Coopers	Offer letter, 23.8.2021
5	ANUSHA S	1DA17TE005	ACCENTURE	C9996162, 25.08.2021
6	BHAGYASHREE M BACHA	1DA17TE006	Wipro Limited	
7	CHAITHRA K L	1DA17TE008	ITC infotech Pvt Ltd	OFFER LETTER, 2.9.2021
8	CHAITHRA K N	1DA17TE009	DXC Technology	Offer letter, 23.09.2021
9	DEEKSHA PAI M	1DA17TE012	PwC	Offer letter, 16.9.2021
10	DEEPIKA S	1DA17TE013	TCS	TCSL/CT20203087387/BANGAL ORE, 9.1.2021
11	G M LIKHITH	1DA17TE015	Accenture	C10111013, 14.9.2021
12	HARSHITH V R	1DA17TE017	Altiostar Networks Bangalore	Offer letter, 18.11.2021
13	JAGRUTH S	1DA17TE019	Tata Consultancy Services	TCSL/CT20203095027/1417244 /BANGALORE, 21.7.2021
14	JALAJA M	1DA17TE020	Tcs	TCSL/CT20203082507/BANGAL ORE, 9.11.2021
15	JAYASHREE K S	1DA17TE021	Accenture	C9801112, 22.7.2021
16	KALLESHA S R	1DA17TE022	Wipro	2269228, 23.11.2021
17	MANASA L	1DA17TE024	WIPRO TECHNOLOGIES LIMITED	21476965, 15.12.2021
18	MANJUSHREE R	1DA17TE025	DXC	Offer letter, 2.12.2021
19	MEENA G	1DA17TE026	TCS	TCSL/CT20203103786/AHAMAB AD, 2.9.2021
20	MURTHY M N	1DA17TE029	Capgemini	215297,
21	NAVEEN KUMAR P F	1DA17TE030	Mavenir	606104
22	PAVITHRA H K	1DA17TE034	Accenture pvt ltd	C9996157, 25.8.2021
23	POOJA C T	1DA17TE035	Manhattan associates	5034
24	POOJA G NALIGE	1DA17TE036	Capgemini	4652027/10439555, 25.11.2021
25	RACHANA SL	1DA17TE041	Infosys	HRD/3T/1002083964/21-22, 18.9.2021
26	RAKSHITHA BS	1DA17TE042	NOKIA	2100000HDV, 8.12.2021
27	SANDHYA VARSHINI.B	1DA17TE044	CAPGEMINI	210460,
28	SHRINIVAS AGASIMUNDIN	1DA17TE045	Hcl technology limited	1.8.2021
29	SINDHU NAGAJJANAVAR	1DA17TE046	TATA CONSULTANCY SERVICES	TCSL/CT20203103848/14178 /BANGALORE, 21.7.2021
30	SWARAJ H S	1DA17TE049		29.9.2021
31	TEJASWINI B L	1DA17TE050		TCSL/CT20203102330/14178 /BANGALORE, 21.7.2021
32	VINAY B R	1DA17TE051	Mavenir system priva	
33	YASHWANTHKUM R M	1DA17TE052		TCSL/CT20206489906/CHEN AI, 20.11.2021

34	CHANDRAKALA C	IDAI7TE401	TES	TUBE/CT20192760766/BANGAL
13	ASTTH RUMAR R	IDAISTE 601	Exterior arture Labor	23.12.2021
26	naveen kumar k	1041878407	tes	TGR_/CT202030002432/LDCX360 W 16.12.2021
37	VIDETH K M	IDALWIDALS	to	TCH_OTTREEPRENS PRESS



October 9, 2020

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore – 560045, India.

Tel: 91-80-49139999

http://www-07.ibm.com/in/careers/

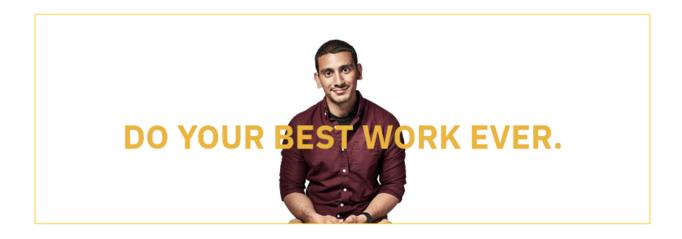
Dear Spoorthy M

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Associate – Technical Engineer, in band 04G to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





October 9, 2020

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore – 560045, India.

Tel: 91-80-49139999

http://www-07.ibm.com/in/careers/

Dear Spoorthy M

We are pleased to offer you the position of Associate – Technical Engineer, in band 04G at IBM India Pvt Ltd (IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% in your highest completed education, failing which IBM may, at its sole discretion, withdraw this offer of employment

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e October 21, 2020. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at Block D3, Manyata Embassy Business Park, Nagawara Outer Ring road, Bangalore-560045. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self-photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not



hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card- If you do not have a Passport or Pan card you need to bring one of the following IDs.
 - o Voter ID card
 - o Driving License
 - o Aadhaar Card
 - o Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) Degree certificate and all year mark sheets for the highest degree attained.

Please contact us via eschoolhiring@in.ibm.com for any queries regarding your employment offer.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Bangalore, However, your services are transferable and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during



the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly, during your service with IBM, you will be required to comply with the following:
 - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
 - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
 - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
 - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
 - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
 - Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with IBM.
- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).



- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- You will, by default, be enrolled in IBM's Group Mediclaim Insurance Policy, unless you choose to opt
 out. A nominal premium will be charged to you for the same, for as long as you participate in the
 Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's
 discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable
 from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation.
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of Rs 100000 (Rupees One Lakh Only) as cost incurred towards your training during the course of your employment, in the event your services with IBM are terminated for whatever reason, including your resignation from services, within a period of 12 months from the date of your joining IBM or if you are absconding from work for a period of 8 days which will lead to eventual termination of your employment.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and



registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/– annual usage fee at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.
- You shall be entitled to the following benefits when you join at the training location. These amounts are subject to applicable income taxes, and shall not be considered a part of your salary for the purpose of any statutory deductions:

Settling in Allowance – A one-time amount of INR 25000 towards settling-in allowance will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. This amount is intended to offset any and all expenses applicable during the joining process of the employee (e.g., relocation expenses like travel, stay, conveyance etc. during initial training and first project deployment post training) – no additional amounts are payable or reimbursable. This amount will be paid as a fixed lump sum amount in your payroll and you will not be required to submit receipts for any expenses incurred. Please note that this settling-in allowance is subject to appropriate income tax deductions as per applicable law. If you resign from IBM, or your employment is terminated for any reason, within 1 year from your joining date, you agree that you will repay the entire settling in allowance to IBM. You may be required to repay to IBM any taxes that were deducted from your settling in allowance and paid to the income tax authorities, subject to applicable law, and if such amounts cannot be reclaimed by IBM, IBM may recover all such amounts from your final settlement.



IBM CONFIDENTIAL

ANNEXURE A

DATE	October 9, 2020				
NAME	Spoorthy M	BAND	04G		
DESIGNATION	Associate – Technical Engineer	LOCATION Bangalore			
Co	mpensation Components		IBM Offer (in INR)		
1. Annual Basic	1. Annual Basic Salary		180000		
2. Annual Flexil	nnual Flexible Benefit Plan (FBP)		214760		
3. Annual Refer	ence Salary (ARS)	394760			
		_			
4. Retirals					
a) Provid	a) Provident Fund (PF)		21600		
b) Gratu	ity @ 4.8%	8640			
5. Annual Refer	ence Salary + Retirals	425000			

Growth Driven Profit-sharing (GDP), an annual profit distribution scheme, is another important part of your compensation opportunity and is designed to support a team oriented, high-performance work culture. Further details of the program will be made available to you upon joining IBM. Please note: IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate the Growth Driven Profit-sharing program at any time, including, but not limited to, changing how the profit sharing pool is allocated or altering the payment amount at the region or country level based on unanticipated business issues or extenuating circumstances.

The Company presently has a Performance Award Program (PA). Further details of the Performance Award Program will be made available to you upon joining IBM. Please note: IBM reserves the right in its sole discretion to amend, change, suspend, or terminate Performance Award Program at any time.

You agree to the Company adjusting the statutory bonus amount, if any, under the Payment of Bonus Act, 1965, against payments made under the Company's profit distribution schemes GDP & PA.



OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.
- Group Term Life and Accident Rider Coverage



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory Talent Acquisition Leader ISA



SIGNATURE

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)

PRINTED NAME
DATE OF JOINING
DATE
VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)
SIGNATURE
PRINTED NAME
DATE



IBM CONFIDENTIAL

Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP

^{*}For detailed information please refer to Company policies, which are subject to change from time to time.



IBM CONFIDENTIAL

Other Benefits- Additional Information*

Group Term Life and Accident Rider Coverage Scheme

Group Term Life Insurance Plan:

This is a company paid benefit which provides group term life coverage to all employees of IBM India Pvt. Ltd. The benefit basis for life coverage is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. The coverage is subject to completion of the Insurance Company's prescribed insurance underwriting procedure and awarding of coverage by the insurance company. Coverage applies world–wide, 24 hours a day.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all employees of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is sixty times monthly basic salary subject to a minimum and a maximum coverage as stated in the policy. Coverage applies world-wide, 24 hours a day.

Group Mediclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Mediclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Mediclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable) *

*Subject to enrolling the new dependent within 45 days from the date of event.

All hospitalization claims under the Medical Insurance Policy pertaining to employee is borne by insurer at 90:10%. Claims pertaining to dependents (spouse, children and parents) will be borne by insurer and employee on a 80%: 20% basis.

Critical Illness Buffer

This benefit is provided to help you and your nuclear family in times of medical emergencies. If an employee, spouse or child is diagnosed with any of the illnesses defined under the "Critical Illness Buffer" criteria, you can also be eligible for an additional amount of INR 7 Lakh for required treatment once the Family Floater and any additional cover (if taken) is exhausted. This is subject to available Corporate Buffer and policy T&C.

Domiciliary Benefit

Domiciliary expenses on out-patient care for employee, spouse and children up to a maximum of INR 10,000/- (at 50% Co-pay) is also provided to employees who participate in the Group Mediclaim Insurance Policy.

National Pension System (NPS)

NPS is a voluntary defined contribution-based scheme option provided to all IBM India Regular employees. It's a tax saving retirement vehicle for which you can enroll by declaring your monthly contribution, minimum Rs. 500 per month and



maximum of 10% of your Flexible Benefit Plan, on IBM Intranet. You can find more details about this program on IBM intranet.

Compensation under Employees Compensation Act

All IBM employees are entitled for compensation under the Employee's Compensation Act, 1923, as amended from time to time. The compensation under the Act will be inclusive of the coverage amount under Group term Life Insurance Plan and shall be paid under following circumstances:

- a) incase of personal injury caused to an employee by an accident arising out of and in the course of his employment resulting in total or partial disablement of the employee for a period exceeding three days. Provided that the accident is not directly attributable to the employee having being under the influence of drink or drugs or willfully disobedience of any order expressively given for the safety of employees or willfully removal or disregard of any safety guard or other device provided for the purpose of securing safety of employees.
- b) Incase of any injury resulting in Death or permanent total disability.
- c) Incase of occupational disease as defined under the Act.
- * For detailed information, please refer the Company's Intranet. Company benefits and policies are subject to withdrawal; change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

- 1) Maternity Leave for:
- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.
- 2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.
- 3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.



4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.



IBM CONFIDENTIAL

ANNEXURE B - NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

In consideration	on of my employm	ent or my continue	d employment by	International I	Business Machines	Corporation or or	ne of its

Serial #:_____ Date Of Hire: ___ / __ _ / ____

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party.

Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

- 3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.
- 4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

- 9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.
- 10. The term "employment at will," as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.
- 11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.
- 12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.
- 13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.



My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Employee's Full Name	Employee's Signature	Employee Serial No.	Date



Private & Confidential Date : 15/02/2022

CHANDANA N
HOUSE NO 1506, 26TH A CROSS HSR LAYOUT
KARNATAKA -560087

APPOINTMENT LETTER

Dear CHANDANA N.
Subsequent to the meetings between Concentrix Services India Private Limited (hereinafter, 'Concentrix'/'Company') and you, we are pleased to make an offer of employment on the following terms and conditions. Your compensation and benefits are detailed in the attached Annexure.
1. Appointment
1.1 You shall be appointed to the position of <u>Sr. Representative</u> , <u>Operations</u> in Comp Grade <u>11</u> . This would be your Social Job Title and your Job profile, would be <u>Advisor II, Transaction Processing</u> . Any change in your Social Job Title / Job profile will be at the discretion of the Company, depending upon the work assigned to you. Job profile must be used for all internal communication and in your e-mail signature. Social job title can be used for business cards and LinkedIn. You may use your Job profile for social purposes as well.
1.2 Your initial place of work shall be <u>Bangalore</u> .
However, your services are transferable to any other role, competency, place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer/deputation will be in accordance with the Company's rules being in force at the time. On transfer or assignment, you will be governed by the Rules, Regulations and Conditions of Service applicable to that location or role. Refusal to accept such transfer or assignment may lead to disciplinary action including but not limited to termination of your employment.
1.3 Your appointment will be effective from 17/02/2022 or at an earlier date as mutually agreed, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) on 16/02/2022 failing which the Company reserves the right to withdraw this offer letter and/or cancel your appointment. If this date is not suitable, please contact us immediately at sheril.furtado@concentrix.com to seek an alternative date on which to submit all required documents.
Please note that the offer will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.
1.4 On on-boarding / joining you shall report to HR Representative or any other person nominated by him/her.
Signature of Candidate
CNX/REC/ART/AGHR/AFTE/6.3
Concentrix Services India Private Limited

info@concentrix.com · www.concentrix.com

Registered Address: 3rd Floor, Millennium Towers, ITPL Road, Brookefields, Bengaluru

Karnataka - 560037, India

CIN: U99999KA1995PTC052040

91 80 41096000



1.5 As per Company regulations you are required to furnish before joining, documentary proof of your last drawn salary, educational qualifications and work testimonials and also that you are free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. (Document Checklist)

2. Terms and Conditions:

2.1 Valid Passport:

(A) Comp Grade 12 & 11: Clause 2.1.1

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. If you do not hold a valid passport on the date of joining, you must apply for a passport and submit copy of your passport within 180 days from your date of joining. Failure to do so may lead to termination of your employment.

In the event that you fail to submit a copy of your passport within 180 days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company. You will be required to bear the cost for such background check (such cost can be upto INR 1500). You expressly agree by signing this agreement that this amount will be deducted/ recovered from your salary. The Company may deduct this cost from your salary in a series of monthly installments or as a single deduction, at its sole discretion.

(B) Comp Grade 10: Clause 2.1.2

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. In the absence of a valid passport, proof of having applied for passport should be submitted on the day of joining and a copy of your valid passport should be submitted within 90 days from date of joining. Failure to do so may lead to termination of your employment.

However, In the event that you fail to submit the copy of passport within _90_ days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company. You will be required to bear the cost for such background check (such cost can be upto INR 1500). You expressly agree by signing this agreement that this amount will be deducted/ recovered from your salary. The Company may deduct this cost from your salary in a series of monthly installments or as a single deduction, at its sole discretion.

- 2.1.3 If you are not an Indian citizen, you will be required to submit evidence of your authorization to work in India, along with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).
- 2.2 While in the employment of the Company, you may be required to undergo mandatory on-the job training/s as per applicable policies and procedures of the Company, at the end of which an assessment may be conducted. If you do not clear the assessment then the Company reserves a right to either:
- a) Require you to undergo another training program; or
- b) Offer you a transfer to an alternate process (which may have a reduced pay structure) if declared "Not Suitable" for the process you were originally hired for. Please note that in the event of you not consenting to the transfer to the alternate process or to the reduced pay structure your services may be terminated; or
- c) Terminate your services.
- 2.3 The compensation offered to you is based on your employment history credentials including your prior work experience, the type of industry and compensation offered to you by the previous employer. If you are unable to produce documentary evidence (Please see the Document Checklist in the Annexure) to substantiate the same, your compensation shall be modified and the compensation offered in this Appointment letter shall no longer be valid.

Signature of Candidate



- 2.4 Your employment with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your employment in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option, may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.
- 2.5 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your services.
- 2.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions. Performance incentive will be applicable to you only after you commence regular working in operations.
- 2.7 The initial period of probation is 365 days from your date of joining. You will be deemed to be confirmed at the end of the probation period unless communicated otherwise, through normal and accepted modes of employee communication within the company.
- 2.8 During the period of probation, your services may be terminated by either party giving the other 15 Days notice or gross salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you gross salary for the notice period. However, no such notice or notice pay shall be payable in case your services are terminated on account of failing the background check, for misconduct or if you are unable to provide sufficient documentary evidence to establish your employment history credentials.
- 2.9 After confirmation and thereafter, your services may be terminated at any time by either party giving the other a 30 Days notice or gross salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you gross salary for the notice period. However, due to exigencies of business, the Company at its sole discretion may not agree to take the gross salary in lieu of notice and ask you to serve the entire or part of the notice period. No such notice or notice pay shall be payable by the organization in case your services are terminated on account of any misconduct by you.
- 2.10 In the event that you are transferred by the Company to another position (which may include transfer to a new role, competency, or office) or location of the Company, the terms and conditions applicable to the new position or location (including, but not limited to the compensation and benefits, allowances, entitlements, rules, regulations and conditions of service of such new position or location) shall apply to you.
- 2.11 You will automatically retire on attaining the age of 58 years. The age as declared in your application shall be binding on you. An extension, however, may be given at the discretion of the Company. You may be retired earlier if found medically unfit.
- 2.12 While in the employment of the Company, you are in no way allowed to be employed by any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.
- 2.13 You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business or activities of the Company. You agree to disclose fully to the Company any such interest or circumstances which may arise during your employment.
- 2.14 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.
- 2.15 All Company Assets such as including but not limited to Laptop, ID Badge, Corporate Credit Card, Headsets and Adaptor etc. needs to be returned on or before Last Day of Employment (LDE). The employee must return the above mentioned and applicable Company assets upon demand. The employee must abide by the clauses of Undertaking Cum Declaration signed by him at the time of issuance of the Company assets. In case, employee does not return any Company asset before LDE, the Company shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.
- 2.16 You fully understand, recognize and agree that the Company has the right to determine and manage the setting and location of your work assignment. You agree to report for work at locations and for accounts identified by the Company, which may change from time to time, and may be at Company's office, temporary office, and client's office



or in a Work-At-Home (WAH) setting. In a WAH setting, you fully understand and agree that you will be required to install the enhanced secure measure of the Company for WAH, which includes mandatory use of SecureCX, a monitoring software and technology that uses a combination of camera and facial recognition technology to ensure your compliance with security requirement while performing your work. You acknowledge that you are provided with sufficient materials and information on SecureCX. You understand and agree that the above security measures are the only available suitable measures currently available for the specified purposes. Your acceptance of this employment offer shall mean that you agree to i) use SecureCX when you are in WAH, ii) the processing by the Company of the data collected through SecureCX as specified in the materials given to you, and iii) execute the required consent specific for SecureCX. Your failure to undertake the foregoing shall mean a breach of this agreement and will result to the inapplicability of WAH set-up to you and you will be immediately required to work for another account and/or another location identified by the Company, without prejudice to any legal recourse available to the Company. Your failure or refusal to report for work at the location and/or account identified by the Company will be subject to company policies and may result to discontinuance or disciplinary action, including termination of your employment. Any unworked days will be considered unpaid.

- 2.17 You are expected to maintain an acceptable level of performance during your tenure with the organization. Failure to meet expected standards may lead to initiation of Performance Improvement Plan and/ or termination in case of no improvement in performance.
- 2.18 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.

3. Confidentiality

- 3.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients the information you may have acquired while in the employment of the Company.
- 3.2 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.
- 3.3 Upon separation from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.
- 3.4 You will abide by the information security policy of the company and all the rules and regulations contained therein.
- 3.5 Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.
- 3.6 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you.
- 3.7 During the course of your employment you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.
- 4. The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring in to the organization, manuals, documents, papers, memos, and files etc., which are classified.
- 5. All communication between the employee and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.

Signature of Candidate



- 6. This appointment is based on the information supplied by you in your application for employment and will otherwise be treated as null and void if a material error, in the Company's opinion is discovered and/or due to non-disclosure of relevant information about you to the company.
- 7. The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.
- 8. Your continuance in employment is subject to your maintaining clean criminal and financial records.
- 9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
- 10. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- 11. "Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.
- 12. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.

It is highly recommended that before you begin your journey with Concentrix, please visit the website www.concentrix.com. The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At Concentrix, we're changing the world every day and we will be delighted to have you as part of our team.

Please sign the copy of this offer letter and return it to us as an indication of your interest in joining us on the given date. Please note that your employment stands confirmed only after you complete your joining formalities on the reporting date. This offer is liable to be withdrawn based on business requirements at any time prior thereto.

The terms of this offer are strictly confidential between you and the Company.

Yours sincerely,

Signature Not Verified
Digitally signed by DS Concentrix Services India Private Limited 1
Date: 2022.02.15 09:47:07 +05:30
Reason: Concentrix Hiring
Location: Bangalore

Authorized Signatory (Please Sign above)

I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on 17/02/2022.

Candidate Name	: CHANDANA N
Candidate's Signature	:
Date	:



APPOINTMENT LETTER

August 10, 2022

Dear Milindh Kashyap,

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. The retirement age is 58 years.
- c. You may be assigned / allocated to projects (billable / support roles) of any Technology / Client as per Organizational requirement and 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.
- d. 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.
- e. 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.
- f. 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 10 th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12 th Standard or equivalent
 - 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 atleast 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 upto 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 three months' notice. 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

<u>ANNEXURE I</u>

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: policyclearinghouse@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, Milindh Kashyap 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: Milindh Kashyap Career Group: Group B1

Position: Project Engineer

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)		
Basic	18,340		
HRA	9,170		
Bonus	3,500		
Wipro Benefits Plan (WBP)	8,757		
Total Fixed Cash	39,767		
PF (Employer Contribution)	2,201		
Gratuity (5.31% of Basic)	974		
Total Fixed Compensation	42,942		
Other Compensation Benefits			
Health benefit (Medical)	600		
Variable Pay			
Target Variable Pay	2,292		
Target Cost to Company per month	45,834		
Total Cost to Company per annum	5,50,008		

You shall be eligible to receive a onetime "cash bonus" of INR. 100,000 after one year from the Date of appointment. Additionally, after one year from the date of appointment the Bonus amount shall be merged with your regular salary stack effective 1st of the month subsequent to the month of your Date of appointment. The amount will be distributed amongst different existing salary components in accordance with the company policy in this regard.

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

^{*}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.

- 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 2 lacs 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.

<u>ANNEXURE – V</u>

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 2022-23.

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 x 20 x 2.7%* x 80% = 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.

Skill Preferences 1 : DAAI -Cloud & Digital Database **Location Preferences 1: Bangalore**

Skill Preferences 2: CIS - SERVICE DESK **Location Preferences 2: Mysore**

Skill Preferences 3: Java-MEAN **Location Preferences 3: Mangalore**

> ✓ Accept □ Decline

Signature Milindh Kashyap 10/8/2022 12:06 PM

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

Registered Office:

560 035

Wipro T:+91 (80) 2844 0011 Limited Doddakannelli F:+91 (80) 2844 0054 Sarjapur E:info@wipro.com

Road Bengaluru

W:wipro.com C:L32102KA1945PLC020800

22994877





Employee

Prajwal Bandi

Emp ID: 125767

Blood Group: B+ve



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

Ref: 793637/1889161/ELTP 04-JUN-2021

Ms. Shubha Is Banglore (Kar) - 560058 Mobile: 7026727569

Subject: Offer of Appointment

Dear Ms. Shubha Is

It is our pleasure to welcome you to **Tech Mahindra Limited.**

- 1. Basis successful completion of your internship, we are pleased to offer you an appointment in our organization as Associate Software Engineer at Band 'U' and Sub Band 'U1' under ELTP Scheme.
- 2. You will be on probation for a period of **3 months** from the date of joining the Company. In case your performance is not found satisfactory during the period of probation, the Company may choose to terminate your services with immediate effect without serving written notice or pay in lieu of notice.
- 3. Unless informed in writing of the extension of your probation period, for whatsoever reason/s, your employment with the Company will stand automatically confirmed upon successful completion of probation period and satisfactory performance on the job.
- 4. Your remuneration while on probation has been detailed in **Annexure A**. Upon confirmation, your "Annual Total Cash Compensation" will be **Indian Rupees 3,25,000 (Rupees Three Lac Twenty Five Thousand Only).** Please refer **Annexure B** for details on the compensation and statutory deductions.
- 5. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
- 6. This offer is valid subject to your fulfilling the following:-
 - The academic criteria of minimum aggregate of 60% or as communicated to you at the time of interview;
 - Meeting the set eligibility criteria at the end of your academic course
 - Meeting eligibility criteria for any Company organized training imparted prior to your date of joining and
 - Submission of all necessary legal documentation pertaining to your employment.





techmahindra com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

- 7. You are required to sign a service bond (Draft at Annexure J) with our organization for a sum of Indian Rupees 1,00,000/- (Rupees One Lakh Only). As per the bond you will be required to serve the Company for a minimum period of 2 years from the date of your joining. In case you fail to submit the service bond on the date of joining or such other extended timeline informed to you, the Company reserves the right to terminate your employment by giving a seven days' written notice to you. In case you are not posted at your home town, you are entitled to a one-time settlement allowance not exceeding INR15,000/- (Rupees Fifteen Thousand Only) towards travel & movement of baggage, initial hotel accommodation and deposit for residential accommodation at the place of initial training and subsequent posting on production of relevant receipts / lease agreement. The Company shall recover the resettlement allowance in case of cessation of service within 2 year from date of joining. Subsequent to your initial training if you are posted outside your training location you are eligible to claim the travel expenses only as per the travel policy of the Company.
- 8. Your employment with us will be governed by terms and conditions as specified in **Annexure C**.
- 9. You are required to join on **08-JUN-2021** at the address mentioned in the below Paragraph for training. This Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. The location of posting would be communicated to you upon successful completion of training.
- 10. You are requested to report to Navya Thandayeshwara at 9:00 AM to complete the joining formalities at TECH MAHINDRA, SITE NO.44(P), 46(P), KIADB INDUSTRIAL AREA, ELECTRONIC CITY, PHASE - II, BENGALURU 560100. At the time of joining, you are expected to carry originals of the documents as per **Annexure D** and to submit the copies of the same to the HR Team.
- 11. Please note that this Offer is subject to your background check report being found without any discrepancy either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
- 12. Kindly confirm your acceptance of this offer of appointment to campusjoining@techmahindra.com by 08-JUN-2021.

For Tech Mahindra Limited

Venkat Paturi

fuskali kaswana Ras

Head - Resource Management Group

Encl: Annexure-A & B(Salary Structure, Annexure-C Important / Indicative Terms & Conditions of Employment, Annexure-D Check List of Documents, Annexure-E Confidentiality Agreement, Annexure-F Medical Self Declaration, Annexure G Intellectual property Assignment, Annexure-H ? General Covenant, Annexure - I Acknowledgement, Annexure J Indemnity bond

Date: Signature: Shubha Is







techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - A

NAME	Ms Shubha Is	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	BENGALURU	
	COMPONENTS	Per Annum (All figures in INR)
BASIC (@30%	OF TOTAL FIXED PAY)	67541
HRA (@50% O	F BASIC)	33771
BONUS / STATUTORY BONUS		24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		8105
FLEXIBLE COMPONENTS OF TFP		91718
TOTAL FIXED	PAY(A)	225135
TOTAL VARIA	BLE PAY (TVP) (B)	25015
ADDITIONAL E	BENEFITS(C)	9850
GRATUITY		3249
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)		6601
TOTAL COST	TO COMPANY(D) = (A) + (B) + (C)	260000

- 1. Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- 2. Flexible Benefit Plan (as applicable): , You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay.

Component	Max Limit
Leave Travel Assistance	12000
Meal Card	26400

(Contd...)





techmahindra com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE A (Contd...)

- 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:
 - a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of INR 20 lakh to the beneficiary on the unfortunate death of the associate
 - b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of INR 3 lakh (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be INR 2 lakh.
 - c) Group Personal Accident Insurance (GPAI) Coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to INR 5 lakh payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, nonadherence as per disciplinary policies etc.
- b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited.

Venkat Paturi

Puskalikaswara Ras

Head - Resource Management Group



Page 4 of 26



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - B

NAME	Ms Shubha Is	
TITLE	Associate Software Engineer	
BAND	U1	
LOCATION	BENGALURU	
	COMPONENTS	Per Annum
	COMPONENTS	(All figures in INR)
BASIC (@30% (OF TOTAL FIXED PAY)	84865
HRA (@50% OF BASIC)		42433
BONUS / STATUTORY BONUS		24000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)		10184
FLEXIBLE COM	IPONENTS OF TFP	121402
TOTAL FIXED I	PAY(A)	282884
TOTAL VARIA	BLE PAY (TVP) (B)	31432
ADDITIONAL B	ENEFITS (C)	10684
GRATUITY		4083
INSURANCE PI	REMIUMS (towards GTLI, GMIP AND GPAI)	6601
TOTAL COST T	TO COMPANY (D) = (A) + (B) + (C)	325000

- 1. <u>Salary:</u> Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Company specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the Company's records.
- 2. <u>Flexible Benefit Plan (as applicable):</u> You are eligible to choose a combination of the Components as mentioned below, subject to the individual maximum limits as mentioned against each of them, balance if any shall be paid as taxable amount under Additional Personal Pay

Component	Max Limit	
Leave Travel Assistance	12000	
Meal Card	26400	

(Contd...)





techmahindra com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE B(Contd...)

- 3. Additional Benefits: Associates shall be eligible for below mentioned benefits:
 - a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of INR 20 lakh to the beneficiary on the unfortunate death of the associate
 - b) Group Medical Coverage Plan (GMIP): You would also be enrolled under the existing Medical Insurance scheme of the Company with a cover of INR 3 lakh (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrolments of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be INR 2 lakh.
 - c) Group Personal Accident Insurance (GPAI) Coverage: You would be enrolled under the Company's GPAI scheme with a cover of up to INR 5 lakh payable in case of permanent disablement arising out of any unfortunate event of an accident.

4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards Company provided transport, nonadherence as per disciplinary policies etc.
- b) Statutory Deductions: Tech Mahindra Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Tech Mahindra, provide documents/proofs of such payments.

Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; Final payout of TVP will be as per Variable Pay Policy applicable for the Financial Year and actual performance. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 4. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- Gratuity shall apply as per the 'Payment of Gratuity Act 1972'

For Tech Mahindra Limited

Venkat Paturi

Head - Resource Management Group



Page 6 of 26



Tel: +91 40 3063 6363 Fax: +91 40 2311 7011

techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE?C

1. Terms and Conditions

(a) Code of Conduct.

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

(b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

(c) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

(d) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

(e) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- not engage in any actions that are, or could be seen to be, bribery of foreign public officials as
 described in the OECD Convention on Combating Bribery of Foreign Public Officials in International
 Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"),
 the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great
 Britain and Northern Ireland; and
- comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any
 person any gift, success fee, rebate or consideration of any kind whatsoever including speed or
 facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out
 any act and specifically in relation to any business opportunity or a customer including for the purposes
 of collection or for showing any favour or disfavour to any person or persons in relation to such
 performance.

(f) Confidentiality / Non-Disclosure

You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.

- i) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- ii) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

(g) Mandatory Period of Service

In consideration of impartation of training, you shall work in the Company at least for the mandatory period as mentioned below.







techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

During such period of training (including on the job training) and Mandatory Period of Service of **24 (Twenty Four)** months from the date of your joining, you shall not leave, abandon or resign from the services of the Company.

In the event of:

i) Yourself leaving, abandoning or resigning from the services of the Company

Or

ii) Your services being terminated by the Company for nonperformance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

During the above-mentioned period of training of 24 (twenty four) months of mandatory period of service from the date of your joining, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond. You are required to execute the Indemnity Bond on INR 500 (Rupees Five Hundred) Stamp Paper and submit the same at the time of joining.

2. Assignments/Transfer/Deputation

On completion of your training period, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests

3. Termination of Employment

- i) **Training Period**: During the initial training period as mentioned in Offer letter, your performance would be closely monitored and if your performance is not as per the prescribed criteria, the Company reserves the right to terminate your services without notice.
- ii) Either party can terminate this employment by serving a notice of **90 days** on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- iii) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- iv) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.



Page 9 of 26



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

- Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- vi) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- vii) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3** herein above on the grounds of misrepresentation of facts.
- viii) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- ix) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to forthwith terminate your employment as per the procedure mentioned in **Clause 3** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.





Fax: +91 40 2311 7011

techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Prevention of Sexual Harassment (POSH) and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

<u>Smoking</u>

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

<u>Passwords</u>

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass







techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

- You shall use The Company's resources only for official purposes as per the applicable Company policy.
- (ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation / secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arise out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.

You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.



Page 12 of 26



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in **Annexure - A & B** (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

- 13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.
- 14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheet system.
- 15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in **Annexure** ? **C** and I hereby accept and agree to abide by them.

Name in full	:
Signature	:
Address	:
Date	:
Place	:





techmahindra com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - D - Checklist of Documents

At the time of joining, you are requested to bring the following documents in original (For Verification only).

- (a) Certificates' supporting your educational qualifications along with marks sheets Three copies each
 - Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents ?if any
- (b) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed
- (c) Five passport-sized color photographs with white background

(d) Valid Passport

Please submit copy of the valid Passport (front and back pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(e) PAN Card and Proof of PAN Number

You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.

(f) Aadhaar Card

You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.

(g) Indemnity Bond

Print only the first page of Annexure J on a Stamp Paper of INR 500/- and rest of the pages on plain white paper. Have one Surety (Blood relations i.e. father/mother/elder brother/sister with independent income only) sign at the designated space on the last page of the Bond. Tech Mahindra will have a Notary available on the day of joining at joining location to facilitate notarization of Bond. These services will be chargeable and payable directly to the Notary by you. Should you desire to get the Bond notarized on your own, you may do so. In case of non-availability of Notary at joining location, you will be guided by the Joining Team on further action.

Note: -The Bond has to be notarized as on the date of joining. Please DO NOT get a pre-notarized bond.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

Page 14 of 26





techmahindra com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- I hereby agree that:
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited upon termination of my employment.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.

If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name Signature Date







techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - F - Medical Self-Declaration

MEDICAL DECLARATION FORM	
Applicant ID (To be filled by HR)	Associate ID (To be filled by HR)
First Name:	Last Name:
Gender: Male / Female Date of birth (DD/MM	/YYYY) Blood Group

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			

Page 16 of 26





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			
	<u>-</u>		
Have you ever suffered/are you suffering from any of	the followin	g? (Please tick whichever applicable)	
Heart Attack		Diabetes	
High Blood Pressure		Stroke	
Night Blindness		Valve Disorders	
Asthma		Slipped disc	
Any other major disease/illness that you may be willing to disclose			
Candidate's Declaration:			
I declare that, to the best of my knowledge, the answe I am not suffering from any disease/illness that I have			
Signature:			
Name:			
Date:			
(DD/MMM/YYYY)			



techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - G - Intellectual Property Assignment

Associate Name: Associate ID: Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited., its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED	ACCELLED





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

<u>ANNEXURE - H - Agreement ? General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation</u>

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

- 1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.
- 2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
- 3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
- 4. <u>Covenant Against Disclosure:</u> I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees. customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

- 5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
- 6. Partial Restriction on Post-Termination Competition: Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited.
- 7. <u>Covenant Not To Compete.</u> I hereby covenant and agree as a part of and ancillary to this Agreement Page 20 of 26





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

that for the period of 12 months following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

- a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the 12 months period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;
- b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

- 8. <u>Compliance Not Contingent Upon Additional Consideration</u>: I understand and acknowledge that the wages, compensation,, benefits training and experience that Tech Mahindra Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
- Damages and Remedies: I acknowledge and agree that if violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited may take legal action in the court specified below in Section 13 for the liquidated damages specified in Section 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or this Agreement, Tech Mahindra Limited. shall, in threatened or attempted breach) of addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

- **10.** <u>Severability:</u> Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
- 11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.
- **12.** <u>Binding Effect:</u> This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited (together with their successors and assigns).
- 13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.
- **14.** Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

(Shubha Is)	_	
Signature		
Venkat Paturi Head - Resource Man	agement Group	
For and on Behalf Of Tech Mahindra Limite	ed	
Executed this	_ day of	_, 20





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

ANNEXURE - I - ACKNOWLEDGMENT

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Tech Mahindra Ltd "Company" and the **Ms. Shubha Is** "Employee".

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable.

I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment. I, **Shubha Is** hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

	ESS WHEREOF, and intending lay of			
]	Name & Signature	1		
Witness/	Notary Public:			





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

Annexure - J - INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at <<Joining Location>> on this << Joining Date>> day of << Joining Month>> << Joining Year>> by Mr. /Ms. /Mrs. << Name >> age <<Age>> S/o Mr. <<Father's Name>> a permanent resident of <<Address>> *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first par

AND

Mr. <<Name of Surety>> age <<Age>> S/o Mr.<< Father's Name of Surety>> a permanent resident of << Surety Address>> [hereinafter called "Surety" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Tech Mahindra Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Info city, Hi-tech City Layout Madhapur, Hyderabad 500081,India [hereinafter called "**Tech Mahindra**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the Employee has been selected for appointment as the Band in the service of Tech Mahindra.	in
AND WHEREAS an Offer of Appointment containing the terms and conditions of the appoint already been issued to the Employee vide letter No of Tech Mahindra .	
AND WHEREAS the acceptance of the terms and conditions of the appointment has al communicated to Tech Mahindra on by the employee	•

AND WHEREAS one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme called Entry Level Integrated Training and Enablement (hereinafter referred as ELITE) which may also include the project specific training/s and would be subsequently placed on assignments relating to various projects of Tech-Mahindra. The Employee shall serve Tech Mahindra for a minimum period of **twenty four (24)** months from the date of joining of the Employee and execute an indemnity with surety in favour of **Tech Mahindra**.





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

NOW THIS INDENTURE WITNESSETH as under:

- In compliance of the aforesaid condition in Offer of Appointment subject to which **Tech Mahindra** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the Initial Training Programme as provided by **Tech Mahindra** without any interruption whatsoever and serve **Tech Mahindra**, on its various projects at any location, in India or abroad, for a minimum period of **twenty four** (24) months from the date of joining.
- The Employee hereby undertakes to devote his/her full time and attention to the business of Tech Mahindra with due care, skill and diligence. The Employee further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of Tech Mahindra.
- 3. The **Employee** hereby undertakes to honor the commitment made by **Tech Mahindra** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
- 4. The party of the Second Part i.e. _______ agrees to stand as Surety for the due performance of the obligation of the Employee under this agreement of indemnity. In case of breach of the terms of this indemnity by the Employee and failure to indemnify Tech Mahindra, the Surety shall be jointly and severally liable to pay the aforesaid amount of INR 100,000/-(Rupees One lakh only) to Tech Mahindra with an interest at the rate as specified herein below, immediately on demand.
- 5. The Employee further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Tech Mahindra, he/she shall pay an amount of INR 100,000 (Rupees One lakh only) with the interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Tech Mahindra has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Tech Mahindra during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as INR 100,000 (Rupees One lakh only) are reasonable, which they both agree to pay jointly and severally, on demand made by Tech Mahindra.
- 6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Tech Mahindra** for the aforesaid term of **twenty four** (24) months, and Tech Mahindra shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Tech Mahindra** as applicable, in case of commission of any misconduct by the **Employee**.
- 7. The amount specified above shall constitute a debt owing to **Tech Mahindra** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.





techmahindra.com connect@techmahindra.com Registered Office: Gateway Building, Apollo Bunder Mumbai 400001, India CIN L64200MH1986PLC041370

IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the

contents/terms of this Indemnity Bond	Employee having road and anderocood are
Name of First Part:	Sig:
Signed and delivered by the Party of the second part i.e. the contents/terms of this Indemnity Bond	he Surety having read and understood the
Name of Surety:	Sig:
S/d by:-	
1. WITNESS:(Name)	
NAME & ADDRESS:	
2. WITNESS:(Name)	
NAME & ADDRESS	

Page 26 of 26







HRD/3T/19-20/12825793

Mr. Nikhil R
Candidate ID: 12825793
#06, Nagashree Nilaya,
6Th Main, 1St A Cross, Munikondappa Layout, Bagalagunte
Bengaluru - 560073
Karnataka
India
Ph: (91) 80954 45536

August 1, 2019

Dear Nikhil,

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

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

Digitally signed by RICHARD LOBO Date: 2019.08.01 14:45:35 +05:30

Reason: Offer Letter Location: Bangalore



HRD/3T/19-20/12825793

August 1, 2019

Mr. Nikhil R
Candidate ID: 12825793
#06, Nagashree Nilaya,
6Th Main, 1St A Cross, Munikondappa Layout, Bagalagunte
Bengaluru - 560073
Karnataka
India
Ph: (91) 80954 45536

Dear Nikhil,

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 January 6, 2020.

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 Period:

The training program will consist of classroom training and on-the-job training. The duration of the classroom 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 twelve 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, 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 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 **2019 - 20** 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 4,00,000** 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 months' 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 in our campus recruitment program **2018 -2019**. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will 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 produce all marks sheets and other relevant documents, at least till the penultimate semester. 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	s offer letter.
Date:	, 20			
Sign your name		_		
Print your name	Location	_		

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 Training Period)

COMPENSATION DETAILS (All figures in INR. per month)			
NAME	Mr. Nikhil R		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONENTS			
BASIC SALARY 15,0			
BASKET OF ALLOWANCES			
BONUS / EX-GRATIA (95% of the eligible amou	2,850		
MONTHLY GROSS SALARY 22			

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	

O THER BENEFTIS					
Scheme Eigible Amount in INR. Interest Monthly Instalments Margin Money (To be borne by the employee)					
SALARY LOAN (subject to submission of Trainee Agreement)	12,000 (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	Mr. Nikhil R		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONENTS			
BASIC SALARY 15,000			
BASKET OF ALLOWANCES 4			
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		2,850	
MONTHLY GROSS SALARY 22,32			

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 (FGS) (1+2+3)	25,000	

4.	INCENTIVE COMPONENTS	At an indicative Payout of 5%	At an indicative Payout of 10%	At an 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	

O THER B ENEFTTS				
Scheme	Eligible Amount in INR.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12,000 (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

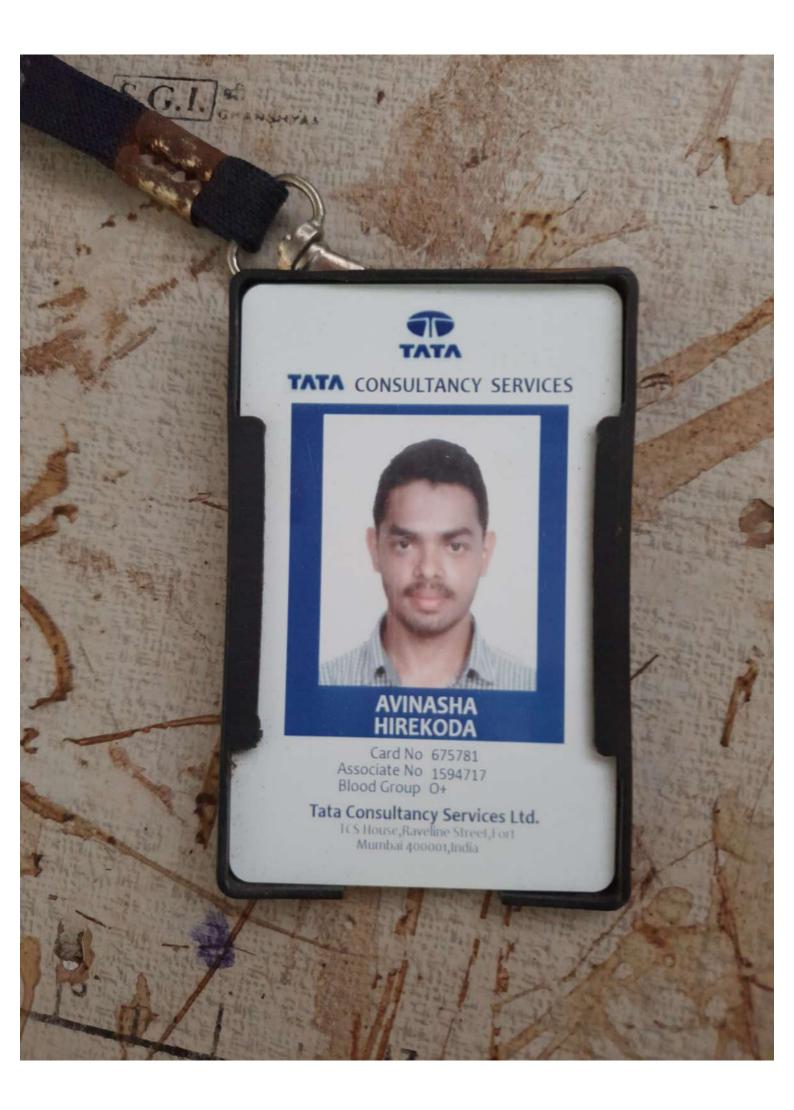




SHRUTHI PR

52011201

Blood Group: O+ve





October 14, 2021

Dear Ajaykumar s,

Welcome to Wipro!

We hope you are safe amidst the prevailing COVID-19 pandemic in the country. We are glad to have you on-board and join our Wipro Family. You will soon be connecting with your managers and working on your respective projects to build a bolder tomorrow.

We are aware that some of you are yet to complete your final semester examinations and thus as a welcome gesture, we have introduced 2 weeks of paid exam leave for all whose examinations will get scheduled in due course of time. The employee must inform their manager and Campus Team and will be required to submit the exam admit card which should include the start and end date of the exam.

Please Note:

- The additional 2 weeks paid leaves are only applicable for those who have not completed their final semester exam
- It is mandatory to submit the required documents

We wish you the very best for your final exams in advance!

Yours sincerely, For Wipro Limited,

Aparna Shailen

General Manager - Human Resources

T:+91 (80) 2844 0011
F:+91 (80) 2844 0054
E:info@wipro.com
W:wipro.com
C:L32102KA1945PLC020800

Sensitivity: Internal & Restricted





Offer: Computer Consultancy

Ref: TCSL/CT20172193029/Bangalore

Date: 15/09/2018

Ms. Sumithraa #1136th Cross New Layout Anjenappa Garden Mysore Road, Near Park West, Bangalore-560018, Karnataka. Tel# 91-9008422317

Dear Sumithraa,

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 ₹3,36,875/- per annum, as per the terms and conditions set out herein. 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 48 hours, 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 issued a joining letter indicating the details of your joining date and initial place of posting. 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.

TCS Confidential TCSL/CT20172193029



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹10,200/- 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 ₹4,080/- 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. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹6,270/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. 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.

TCS Confidential TCSL/CT20172193029



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 Initial Learning 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.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL,

TCS Confidential TCSL/CT20172193029



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 expense-s towards professional membership as per TCSL's policy.

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

TCS Confidential TCSL/CT20172193029



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 in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination 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. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

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. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning 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

TCS Confidential TCSL/CT20172193029



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 10 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 ILP 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 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

TCS Confidential TCSL/CT20172193029



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

14. Notice Period

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory, TCSL may terminate your services by giving

TCS Confidential TCSL/CT20172193029



notice as mentioned herein above.

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.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- 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.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a

TCS Confidential TCSL/CT20172193029



Postgraduate)

- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- -An affidavit/notarised undertaking 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 release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Learning Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) 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.

If you remain unauthorizedly absent for a consecutive period of 10 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 ILP trainees without any further intimation/separate communication to you.

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.

TCS Confidential TCSL/CT20172193029



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.

TCS Confidential TCSL/CT20172193029

TATA CONSULTANCY SERVICES



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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCSL Centres

Annexure 3: Confidentiality and IP Terms



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



GROSS SALARY SHEET

Annexure 1

Name	Sumithraa
Designation	Assistant System Engineer-Trainee
Institute Name	Dr Ambedkar Institute Of Technology,Bangalore

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
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	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875

[#] 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.

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

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	6,270	75,240
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

^{*} Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

^{**}The Performance Pay is applicable upon successful completion of the Initial Learning Programme.

^{***} 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.



Annexure 2

Regional Offices

Ahmedabad Lead -Talent Acquisition Tata Consultancy Services Infocity, Info Tower 1, 5 th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	Bangalore Lead -Talent Acquisition Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore — 560 066 Tel: 080 — 67247000 Fax: 080 - 28410114
Chennai Lead- Talent Acquisition Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	Delhi Lead-Talent Acquisition Tata Consultancy Services 5 th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad Lead-Talent Acquisition Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	Kolkata Lead-Talent Acquisition TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax: 033 - 6653 0003
Lucknow Lead -Talent Acquisition Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	Mumbai Lead-Talent Acquisition Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune Lead-Talent Acquisition Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107	Thiruvananthapuram Lead - Talent Acquisition Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499



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 Retainer/Consultant 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 Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant'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 Retainer/Consultant 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 Retainer/Consultant.



2. Retainer/Consultant's Obligations

Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant 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 Retainer/Consultant-ship, the Retainer/Consultant 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

The Retainer/Consultant 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 Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant 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 the Retainer/Consultant 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 the Retainer/Consultant 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, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, 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 filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.



4. Prior knowledge

The Retainer/Consultant 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. The Retainer/Consultant 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

The Retainer/Consultant 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

The Retainer/Consultant 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 Retainer/Consultant's Rights

The Retainer/Consultant 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 engagement 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 the Retainer/Consultant 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 Retainer/Consultant of the Confidential Information.



9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant 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. The Retainer/Consultant 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 the Retainer/Consultant 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.

TCS Confidential TCSL/CT20172193029



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.

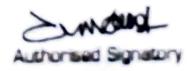
Tech Mahindra



Maitra Vasudeva

Associate ID 782429

Blood Group NR



07.09.2021

Cyberwarfare R&D Pvt Ltd

39 2ND FLOOR NGEF LANE INDIRA NAGAR 1ST STAGE BANGALORE KA 560038 IN Email: info@cyberwarfare.live



<u>LETTER OF EMPLOYMENT</u> (Strictly Confidential)

Ajith Kumar R Date: 29-Dec-2021,

Bangalore,

Karnataka - 560023

Dear Ajith Kumar,

Welcome to the Cyberwarfare Labs Family.

With reference to the interview you had with us we are pleased to offer you an appointment as **Full Stack Developer**, you are required to join **Cyberwarfare R&D Pvt Ltd** on **3rd Jan 2022** and will be reporting to Mr. **Yash Bharadwaj**, **CTO**. Your compensation, as already discussed and agreed with you, is detailed in Annexure I.

Your employment will be governed by the terms stipulated in the Terms of Employment and the Non-Disclosure Agreement attached herewith. These documents need to be duly signed by you at the time of joining. This offer is made to you on a good faith on the basis of the information provided by you through your profile and discussion during your interview. This offer as well as the appointment with the organization is subject to verification of your credentials. In case any of your professional or personal credentials is found to be negative or not in line with the details provided by you, your employment with the organization will become null and void. The offer letter entails you to join by the stipulated date. Any extension shall be approved in writing failing which, the offer will lapse on the stipulated date.

Salary

Your Annual CTC would be INR **4.20 Lacs** subject to the following conditions –

- Basic Salary is 3.0 Lacs fixed as per your Grade. Increase in Basic is subject to Statutory Compliance and Management's Discretion. Decrease in Basic isn't allowed.
- There will be **1.20 Lacs** Performance Bonus, Which you will get post your first anniversary. Performance bonus is subjet to individual and company performance.
- All Payments and Benefits including Salary shall be governed by the Company Policies and Statutory Provisions in force from time to time and are subject to Statutory Deductions as appropriate.

Working Hours

The position will require you to work from Monday to Saturday. The office hours of the Company are

Cyberwarfare R&D Pvt Ltd 39 2ND FLOOR NGEF LANE INDIRA NAGAR 1ST STAGE BANGALORE KA 560038 IN Email: info@cyberwarfare.live



ordinarily from 9:30 am to 6:30 pm. However, the hours of your work shall be commensurate with the duties

Cyberwarfare R&D Pvt Ltd

39 2ND FLOOR NGEF LANE INDIRA NAGAR 1ST STAGE BANGALORE KA 560038 IN Email: info@cyberwarfare.live



and responsibilities entailed with the position, and you may be required to work for extra hours to fulfil your duties and obligations to the Company. You may also be required to work at any place of business which/where the Company has, or may later acquire, or operate out of. Additionally, you may also be required to travel to other locations in the course of your employment.

Leave/Holidays

The Company shall provide you with the opportunity to take 18 (eighteen) paid leaves every year accrued at the rate of 1.5 (one and a half) leave per month.

The Company shall notify a list of declared holidays in the starting of each year.

Company property

All the Company property which may be entrusted to you for official purposes shall be duly maintained by you and you shall return the same upon the termination of your employment. You must always maintain the utmost degree of confidentiality and keep the records, documents and other confidential information relating to the business of the Company as private and confidential. Your duty to safeguard and not disclose confidential information shall survive the termination of your employment.

Borrowing/accepting gifts

You will prohibit and restrain from borrowing or accepting any money, reward, gift, or compensation given for your personal profits from or otherwise place yourself under pecuniary prohibitions from any person/client with whom you might be having official relations. Similarly, you will prohibit and restrain from providing any money, reward, gift, or compensation to any person/client with whom you might be having official relations.

Separation

You will be on a probation period for the first 3 month of joining the employment. Your company can terminate the employment during the probation period without any prior notice. There will be 2 months of notice period post your probation period completion.

You shall not terminate your employment for minimum duration of 6 months from date of joining the Company, without any cause. Your voluntary separation during this period will entitle the Company to claims 2 months' salary and other allowances from you.

Applicability of Employment Agreement and Company Policy

You shall sign the employment agreement prior to commencement of employment with the Company. You shall also follow all the Company's policies with regard to matters like work policy, leave entitlement,

Cyberwarfare R&D Pvt Ltd

39 2ND FLOOR NGEF LANE INDIRA NAGAR 1ST STAGE BANGALORE KA 560038 IN Email: info@cyberwarfare.live



Sjinkleuly.

employees' benefits, working hours, transfer policies, etc., including any modifications made by the Company from time to time. The employment agreement and the Company's policies are binding on you and shall form an integral part and parcel of this offer letter. All the terms of the employment agreement shall stand incorporated by reference into this offer letter.

Acceptance of our offer

Please confirm us of your acceptance to this offer letter and the employment agreement by signing and returning us the documents.

We welcome you to the Company and look forward to working with you.

Authorised Signatory

•••••

Manish Gupta

CEO & Co-Founder



Come work at the heart of change



To.

Name: Akanksha Tammina

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Akanksha Tammina,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.
 - At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.
- Information on Accenture's Fundamental Skill Primers -Learning Module As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level 12
- Proposed role Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

"This is an electronically generated document does not require signatures"



15 November, 2021

Akshatha S No.13/4, 6th Cross, KP Agrahara, Bhuvaneshwarinagar, Magadi Road, Bangalore-560023, India.

Dear Akshatha:

With reference to your application to Altiostar Networks India Pvt. Ltd. ("Company"), and subsequent interviews, we are pleased to offer you a Member of Technical Staff position at our Bangalore Office.

As agreed, your start date with the Company will be no later than **17 November**, **2021**. If this date is changed with mutual consent, then the newly agreed start date remains binding on you. The change in date may be intimated to you via an email to your email id available in our records, with a reference of this offer letter.

It is agreed with you that this is a "Conditional offer letter". This offer of appointment will cease to exist on 31st day of December 2021 if the following conditions are unfulfilled:

- You have to attend compulsory technical training arranged and provided by the Company.
 This training will commence from 22nd of November, 2021 or any other date intimated to you and duration of such training will be approximately 3.5 weeks.
- You have to ensure 100% presence in the training session
- You have to secure 75% or more marks in the assessments conducted during the training sessions.

If you fulfill all above conditions, you will be offered to join the company effective from 03rd of January, 2022 with a written intimation or email. This will be followed by your review and acceptance of the 'Employment Agreement', laying down the service rules and conditions of employment in detail.

In case above conditions/criteria are unfulfilled by you, company will not send any further intimation, notice or information for withdrawal of your employment.

Your Annual Gross emoluments will be **Rupees Twelve Lakhs**. This is a gross CTC figure. A breakup of the same is attached with this offer letter as Annexure 1. This salary (CTC) is subject to Income tax as per the applicable income tax laws of India. Meaning, income tax will be deducted per month from your monthly salary amount as per the applicable tax bracket for your salary, after considering your investments under the relevant sections of the Income tax law.

You will also receive a one-time sign—on bonus of Rupees Fifty Thousand. In case you leave Altiostar Networks within two years of receiving the sign on bonus, you will have to return a pro-rated amount.

This offer of employment is subject to your producing:

- a) Evidence of your technical qualifications.
- b) Relieving letter from your current/last employer if applicable.
- c) Latest Pay slip or Form 16 from your current / last employer.
- d) Proof of your experience mentioned in your resume.
- e) Your eligibility to work in India.

ALTIOSTAR

As a part of your employment at Altiostar Networks, you will be entitled to the following benefits:

- 1. Paid annual leave of 30 days as per the Company's leave policy (Paid Time Off), i.e. 2.5 days of paid leave per month.
- 2. 10 public holidays per year. A list of public holidays for the prevailing year would be shared with you upon joining.
- 3. Maternity benefit (as applicable) as per the Maternity Benefits Act, 1961.
- 4. Gratuity as per the provisions of The Payment of Gratuity Act, 1972.
- 5. Provident Fund: You will be eligible to participate in a Provident Fund scheme wherein an amount equivalent to
 - 12% of your basic salary will be paid by the Company (as your employer) and 12% by you (will be deducted from your monthly pay). Both the contributions are a part of your aforementioned CTC.
- Medical Insurance: You will be covered under a Group Medical insurance plan as per the Company's policy for yourself, spouse, 2 dependent children and parents OR In-laws as applicable and you will be enrolled upon joining.

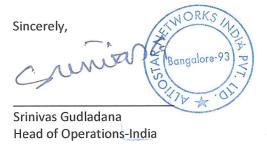
The working hours of the Company are from 10 am to 7pm, from Monday through Friday, i.e. 45 hours per week. Saturday and Sunday are considered as weekly off days.

As part of your employment at Altiostar Networks, you will be required to execute one or more agreements to include protection of intellectual property, non-disclosure of certain information, and non-solicitation and non-competition in the event that your employment with Altiostar Networks ceases.

This offer of employment is subject to and conditioned upon the truthfulness of the representations you have made to the Company during your interview and entire recruitment process.

Altiostar Networks offers a fast-paced, entrepreneurial environment. We are working on innovative and intelligent solutions, which will further enable and open the world of wireless communications. We are confident your contributions will be valuable to our success and look forward to a mutually beneficial relationship for many years to come.

Kindly confirm acceptance by signing and returning one copy of this letter.



I accept the offer hereinabove and understand that this is "Conditional offer letter" issued to me. I further acknowledge that this offer ceases to exist automatically with effect from 31st December 2021, in case I will not perform in my assessment and attendance is unsatisfactory during the training session as per criteria/condition mentioned above. I will join on or before:

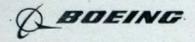
Start Date:	Signature:	

ALTIOSTAR

Annexure 1

Salary structure:

AKSHATHA S	12,00,000
СТС	12,00,000
Basic	4,80,000
HRA	1,92,000
LTA	40,000
Telephone	24,000
Entertainment	25,000
Books & Periodicals	10,000
Children Education	3,600
Food coupon	18,000
Special Allowance	3,49,800
Gross Salary	11,42,400
Employer's contribution of PF	57,600
COST TO COMPANY	12,00,000
Deductions:	
Employee's contribution of PF	57,600
Net Annual Salary before deduction of income tax	10,84,800
Net Monthly Salary before deduction of income tax	90,400



Boeing India Private Limited Registered Office: 3rd Floor, DLF Centre, Sansad Marg, New Delhi 110001 India

APPENDIX A TO THE EMPLOYMENT AGREEMENT

This Appendix A to the employment agreement (the "Agreement") dated June 21, 2021 by and between Boeing India Private Limited ("the Company") and Archana Jiddagi (the "Employee") specifies the elements of the Annual Compensation payable to the Employee per Section E of the Agreement.

Compensation Components	Proposed Salary (INR)
BASIC (Annual)	180,000
Reimbursable Flexible Benefits (Annual)	180,000
Gross Compensation (A)	360,000
Provident fund (Annual)	21,600
Gratuity	8,658
Retirement Benefits (B)	30,258
Annual Compensation (A+B)	390,258

Note: In addition to the above, you will be eligible for:

- The Company's Incentive Program, as detailed in the employment agreement.
- Group Mediclaim Insurance of INR 5,00,000 for self & dependents, premium will be paid by the Company.
- Group Personal Accident Insurance in event of accidental injury or death up to 3 times Gross Compensation. Insurance premium will be paid by the Company.
- Group term life insurance in the event of death up to 3 times Gross Compensation. Insurance premium will be paid by the Company.
- Gratuity mentioned is indicative value only, final payment would be as per provisions of Payment of Gratuity Act, 1972.

Corporate Identity Number: U74999DL2017FTC314235 Phone: +91-11-46566000 Fax: +91-11-46566001 Website: www.boeing.co.in



Boeing India Private Limited Registered Office: 3rd Floor, DLF Centre, Sansad Marg, New Delhi 110001 India

The Employee's annualized Reimbursable Flexible Benefits (RFB) is INR 180,000 (INR One Hundred Eighty Thousand) per year. The Employee may use the RFB by choosing one or more of the components given below. Distribution of the RFB is as follows:

1. House Rent Allowance (HRA)	INR	per year
2. Leave Travel Assistance (LTA)	INR	_per year
3. Telephone Expenses:	INR	_per year
4. Education Allowance	INR	per year
5. Vehicle Running & Maintenance Allowance	INR	_ per year
6. A Flat taxable Allowance	INR 1,80,000	per year
7. FBP NPS – 10% of Basic (Minimum INR 6,000.00)	INR	_per year
8. Meal cards (INR 13,200)	INR	per year

The Employee can annually allocate specific sums towards these benefits out of his/her total RFB amount, as shown in the Employment Agreement, subject to his/her satisfying the criteria for reimbursement. The criteria are set forth in the document entitled, "Compensation Structure Guidelines" - as attached in the offer e-mail. Eligibility criteria are subject to change per India tax regulations.

Allowances payable to the Employee will be prorated to number of months in which the Employee is employed during the calendar year. So, for example, if the Employee is hired in April, and stays with the Employer through December, he or she will be eligible for 9/12 of the total yearly amount indicated. Similarly, if the Employee is working for the Employer in January, and leaves in August, he or she will be eligible for 8/12 of the total yearly amount indicated.

All Allowances are to be claimed as reimbursements after submitting valid supporting documents.

Unclaimed RFB will be paid to the Employee in the last month of the financial year as taxable salary.

Corporate Identity Number: U74999DL2017FTC314235 Phone: +91-11-46566000 Fax: +91-11-46566001 Website: www.boeing.co.in



Boeing India Private Limited Registered Office: 3rd Floor, DLF Centre, Sansad Marg, New Delhi 110001 India

Out of the total RFB amount, after allocation into above components as per the Employee's declaration depending on his/her need, if there is any balance left, that will be paid as monthly taxable salary under the head "Flat Taxable Allowance".

IN WITNESS WHEREOF, both Parties have read this Appendix A, understand its contents, and agree to be bound by its terms. Each party acknowledges having received a signed original of this Appendix A.

For the EM	John Ajesh Alex Digitally signed by John Ajesh Alex Date: 2021.06.29 13:12:54 +05'30'	
Signed:	Authorized Signatory	Dated:
For the EM	PLOYEE:	
Signed:	Anchara	Dated: <u>21/06/</u> 2021
	Archana Jiddagi	

Corporate Identity Number: U74999DL2017FTC314235 Phone: +91-11-46566000 Fax: +91-11-46566001 Website: www.boeing.co.in

BEMS ID: 3419416



ABHINAV AITHAL

Tr.No : 831070

Category : GAPP

SBU : SC&US

they flerina

Head of Security Holder's Signature

Issue Date : 16/03/2021

Valid Upto : 14-03-2022

D.O.B : 05/01/1998

: A+VE

Blood Group

Tel No.(Mobile) : 8861499188

If found please return to:

BHARAT ELECTRONICS LIMITED Jalahalli Post, Bangalore - 560 013 Tel: +91 - 080 - 2838 2626 (EPABX)

+91 - 080 - 2838 3031 (Control Room)



Date:31-05-2022

Name: Bhanuprakash SLocation: Bangalore

Motorola Solutions Confidential Proprietary

LETTEROFEMPLOYMENT

DearBhanuprakash,

We are Motorola Solutions, and we help peoplebe their best in themoments that matter. From the world's largest moments to the most ordinary days, we touch the lives of peopleeverywhere. This is your moment. We are pleased to offer you an appointment as a "Soft-ware Engineer" in Motorola Solutions, based at "Bangalore (ZIN110)" INDIA in GradeE05, effective from your 6thJune 2022 on the following terms and conditions enumerated hereunder

1. BasicSalary

Yourmonthlybasic salarywillbe **Rs.20,000/-**(Twenty Thousand only).

2. OtherAllowances and Benefits

Otherannualallowances, reimbursements and benefits as applicable to you are described in the annexure to this letter.

Youwillhavetheoptiontorestructureyourallowancesatthebeginningofnewfinancialyear. Choices oncemadewill beapplicable for theentirefinancial.

3. RetirementBenefit-ProvidentFund

12% of your basic salary or the amount required in terms of the applicable law will becontributed by the Company towards the approved provident fund scheme. Equal contribution by you is mandatory as per the rules of provident fund scheme that company is fol-lowing. You will have the option to increase your contribution to the Provident FundthroughtheVoluntaryProvident Fund scheme(VPF).

4. BackgroundCheck

Your employment is subject to clearing of background verification. Should any component in your background screening report returns with a negative result, the company reserves the right toterminate your employment without notice.

5. IncomeTax

Your Basic salary and all other allowances will be subject to applicable Income Tax according to the Income Tax actording to the Income Tax ac

Motorola Solutions Kodiak Networks India Private Limited



6. ProofofAge&ParticularsSubmitted

You will be required to produce satisfactory proof of age at the time of joining. The samemay be evidenced from the School Leaving certificate or from the birth registration certif-icate. Once, such proof of age is accepted andrecordedon the company's register, you will not be permitted to seek a change of date of birth.

It is understood that this employment is being offered to you on the basis of the particulars submitted by you, with your application for employment. However, if at any time itshouldemergethattheparticulars furnished by you are false/incorrectorifany material or relevant information has been suppressed or concealed this appointment will be considered in effective and irregular and would be liable to be terminated by the Company for the without notice. This will be without prejudice to the rights of the Company to take any of the action sincluding disciplinary action against you for the same.

7. Jurisdiction

It is agreed that any dispute of whatsoever nature between you and the Company will besubject to the jurisdiction of Bangalore Courts, whether they be any other courts or tribu-nalor authority of whatsoever nature.

8. AddressandCommunication

You shall keep the Company informed of your latest postal address at all times and intimate the Company in writing in case of change of address. Any communication sent toyou by the Company on your last known address shall be deemed to have been dulyservednotwithstandingthefactthatyou have changed your address.

9. Transfer

Depending upon exigencies of business your services can be transferred by the Companyin any capacity as the Company may desire from time to time, from: one location to an-other; one department to another; one project to another.

It is a condition of employment that you can be transferred by the Company anywhere inIndia or abroad to any of the parent Company's Subsidiary Companies, Joint Ventures, Associates, Sister Companies etc., as per needs.

Such transfers will not create for you any right to ask for revision in your salary or other terms and conditions of your services. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in then ewplace.

10. WorkingHours.Holidays andLeave

You will observe the working hours, holidays and leave rules as per the service rules applicabletoyour categoryofemployees.



11. HealthDeclaration/Examination

You are required to submit a medical fitness certificate on your date of joining which certifiesyou are fit for employment.

You will be examined at any time by a doctor of Company's choice for your medical fitness to continue to work for the Company and opinion of the Company's appointed Doctorin this regard shall be final and bindingonyou.

12. PastRecord

If any declaration given or information furnished by you to the Company proves to befalse or if you are found to have willfully suppressed any material, information, you willbeliable to removal fromservices without anynoticeor compensation whatsoever.

13. Secrecy&Codeof Conduct

You will not at any time disclose to a third party any of the company's confidential technical information or any information concerning the business of the Company and its parent and affiliated Companies, which you may come to know during your service with theCompany.

You would also be required to go through the company Code of Conduct which will bemade available on the day of your joining. You will be required to sign the declarationwiththeCodeofConduct,asatokenofyourhavingread,understoodandyouragreeing to abidebyits contents.

14. TerminationNotice

During the probationary period which would be first 6 months from the date of joining, you or the Company may terminate this Employment Contract with 30 days' prior notice.

Upon confirmation of your employment, either of the Parties may terminate this Employment Contract with 3 months prior written notice or the equivalent of 3 months salaryinlieu of suchnotice.

Motorola Solutions shall however have the right to extend the notice period more thanpre-defined in the policy, if needed or also terminate the employment without notice incase of breach of contract or industrial misconduct by the employee. The current noticeperiodof3 months will applytoyou.

15. OnSeparation

On termination of employment and/or your resignation, you will immediately give the Company all the tools, accessories, formulae, documents, specifications, books etc. of whatsoever nature inyour custody, care of charge and obtain clearance certificate from the relevant person/office/dept., on production of which alone your dues, if any, will be settled by the Company.



16. Retirement

Your age of retirement from the services will be on completion of sixty years. However, you may be retired at any age before 60 (Sixty) years during your services in the estab-lishment if you are unable to continue in service satisfactorily due to any form of physicalor mental infirmity or not able to perform given work. The actual date of retirement shallbethe last workingdayof thecalendar month inwhichyour 60th(Sixtieth) birthdayfalls.

17. OtherTerms&Conditions

YourworkintheCompanywillbesubjecttotherulesandregulationsoftheCompany,as promulgated and modified from time to time in relation to your conduct, discipline andothermatters.

You shall during the services with us, devote your whole time and attention to the Company's business entrusted to you andyou shall not engageyourself directly or indirectlyin any business or service other than the Company's business or service except withCompany'sprior approval obtained in writing.

18. Data PrivacyandMonitoring

In the context of your employment, and matters relating thereto, it is necessary for theCompany to collect, use, store and transfer certain personal information including sensi-tive personal information about you for administrative, management, compliance, andother employment-related purposes. Such personal data may also be transferred to othersin the Company, group company, and/or third parties located within or outside India, forprocessing. By signing this letter, you hereby consent to any such transfer for the afore-said purpose. In addition, any use by you of Company's communication systems and equipment, including email and computers must be in accordance with any policies thatthe Company or its affiliates may issue from time to time, must be work-related, and maybe subject to monitoring, recording, or other forms of processing required for administra-tive reasons or reasons under applicable laws. The collection, use, storage, and transfer of your personal data including sensitive personal information and the monitoring ofyouruse of the Company's communication systems are described in more detail in the DataPrivacy Policy and such other policies and notices that may be implemented by the Com-pany from time to time and updated on the website of the Company. You shall at all timesbe bound by the terms of the Data Privacy Policy and other policies implemented by theCompany from time to time as may be required for the business of the Company and toensure compliance with local laws. Furthermore, to the extent that you may have accessto the personal data of others (within or outside the Company and its group) in the courseof your employment with the Company, you will strictly comply with all applicable dataprotection laws, regulations and guidelines and any policies issued by the Company or itsgroup from time to time relating to data protection and privacy, and you acknowledge thatthe breachof anysuch rules is likelyto be regarded as gross misconduct.

In addition to the above, all such other rules and regulations as may be in operation at thetime of your accepting the appointment with the Company would be applicable and maybe amended or altered from time to time at the discretion of the Company and such changes in policies will also applytoyou.



Please confirm that the above terms and conditions of this employment agreement are acceptable to you, sign and send a copy of this letter as a token of your acceptance to usimmediately. Welookforward to workingtogetherto build a successfulbusiness.

This offer is valid till June 04,2022 and will expire if we do not receive your acceptance (email/letter) before this date.

Sincerely,

ForMotorolaSolutionsKodiakNetworksIndiaPvt Ltd

HumanResources

I have gone through the aforesaid terms and conditions /terms of appointment and have fullyunderstood the same. I hereby accept the appointment on the terms and conditions statedhereinabove.

Date: 02/06/2022 Signature: BhanuPrakash S

ADDRESS:#38, 1st cross,mango groove layout, Varanasi main road, TC Palya, Bangaluru 560043



ANNEXUREI

Name : Bhanuprakash

SPosition : Software EngineerGrade :E05

Allin INRperAnnum		
	Monthly	Yearly
CTC	50,000	6,00,000
Basic(40%of CTC)	20,000	2,40,000
RetirementBenefits(4.8%ofCTC)		
ProvidentFund(12%)of Basic	2,400	28,800
FlexPlan (55.20% of CTC)		
HouseRent Allowance(HRA)	13,800	1,65,600
Special/ConveyanceAllowance	12,420	1,49,040
LeaveTravelAllowance(LTA)	1,380	16,560

BykeepingtheCTCandtheBasicconstant,youcanmakechangestotheflexplanofyourcompensation nstructure whenthe flexwindowopens duringAprileveryyear.

OtherBenefits:

		30 working days for each calendar year on apro-rata basis (2.5 days a month). Maximumyearendaccumulationupto30days.En
1	AnnualLeave	cashmentofannualleavebalance,uptoamaximu mof30days,onlyuponseparation andonlyon theBasic.
2	SickLeave	12daysperannum
3	CompanyPaidHolidays	AsannouncedeveryyearbytheCompany.
4	HospitalizationScheme	CurrentpolicyapplicableatKodiakNetworks willapply.
5	GroupLifeInsurance	CurrentpolicyapplicableatKodiakNetworks willapply.
6	Gratuity	Asapplicableand aspertheact.
7	AIP	YouwillbecoveredunderMotorolaSolutions -AnnualIncentivePlan (AIP).
8	Employee Stock Purchase Plan(ESSP)	YouwillbecoveredaspertheexistingMSIESPP. This is subject to revision.

Ban



BOSCH



Surname

Suresh

Name

Varshini

ID No. 34920257



OFFER LETTER

Date: 29-10-2021

Dear Monish B,

We congratulate you on the successful completion of the Fixed Term Traineeship with us. On the basis of your performance, we would like to offer you the position of **Business Development Associate - Sales**, with effect from **02-11-2021**. This role involves Direct Sales and you are expected to operate out of the specified Work Location.

Employment Details

Department : Business Development

Employment Type : Regular

Designation : Business Development Associate- Sales

Work Location : Byjus - Bangalore
Onboarding Date/Time : **02-11-2021** (2:00 PM)

Reporting Location : BYJU'S, IBC Knowledge Park, Bhavani Nagar, Near Dairy Circle, Bannerghatta

Main Road, Bengaluru

Compensation Details

You will be offered a total compensation of INR 10,00,000 LPA which includes the following components:

Fixed Compensation : INR 5,00,000/-Variable Compensation : INR 3,00,000/-Direct Sales Allowance : INR 2,00,000/-

Details about the Direct Sales Allowance & Variable Compensation will be communicated to you post your joining the Company. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- 1. Provident Fund
- 2. Income tax deducted at source (which will be governed by the taxation laws of the country)
- 3. Employment/Professional Taxes
- 4. Dues to company including loans and advances
- 5. Any other applicable statutory deductions

You will be governed by and agree to abide by the General Terms & Conditions of Service of the Company and the provisions of the company's Code of Conduct, which will be mentioned in detail in the appointment letter, issued after your joining. You are requested to join the services of the Company no later than **02-11-2021**, failing which you may consider the offer to be withdrawn.

We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on-board for a fruitful career with us.

To accept the offer, kindly sign the document digitally and submit.

Best Regards,

Human Resources

Think & Learn Pvt. Ltd. Your Signature:

This is a system generated document that does not require a signature from Think & Learn Pvt. Ltd.

Byjus - Offer Letter - TNL71869813

Final Audit Report 2021-10-30

Created: 2021-10-29

By: Onboarding Team (onboarding@byjus.com)

Status: Signed

Transaction ID: CBJCHBCAABAAmgqlrhkLgn919uv1meKeM4RlgLHHYaoG

"Byjus - Offer Letter - TNL71869813" History

Document created by Onboarding Team (onboarding@byjus.com) 2021-10-29 - 10:49:09 AM GMT- IP address: 49.207.202.145

Document emailed to Monish B (monish.b@byjus.com) for signature 2021-10-29 - 10:49:13 AM GMT

Email viewed by Monish B (monish.b@byjus.com) 2021-10-30 - 4:22:21 AM GMT- IP address: 66.249.84.240

Document e-signed by Monish B (monish.b@byjus.com)

Signature Date: 2021-10-30 - 5:24:19 AM GMT - Time Source: server- IP address: 49.206.8.99

Agreement completed. 2021-10-30 - 5:24:19 AM GMT



Strictly Private and Confidential

Date:22-Jul-2021
Jayashree K S
C9801112

#90 Kempanahalli, Attur post, Yelahanka hobli, Bangalore North

8722759401

Dear Jayashree K S,

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.

1

Version 2.1 (Feb 2021)

candidate's Signature

Reference Id: 4d80a9a5-b547-40fd-8a21-7ed13e030f0a_1

Signed By: Mahesh Vasudeo Zurale

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 singed 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:

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 [#]		
Insurance Premium(notional value)	9500	
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- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund 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 which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



OFFER LETTER

Date: 29-10-2021

Dear Monish B,

We congratulate you on the successful completion of the Fixed Term Traineeship with us. On the basis of your performance, we would like to offer you the position of **Business Development Associate - Sales**, with effect from **02-11-2021**. This role involves Direct Sales and you are expected to operate out of the specified Work Location.

Employment Details

Department : Business Development

Employment Type : Regular

Designation : Business Development Associate- Sales

Work Location : Byjus - Bangalore
Onboarding Date/Time : **02-11-2021** (2:00 PM)

Reporting Location : BYJU'S, IBC Knowledge Park, Bhavani Nagar, Near Dairy Circle, Bannerghatta

Main Road, Bengaluru

Compensation Details

You will be offered a total compensation of INR 10,00,000 LPA which includes the following components:

Fixed Compensation : INR 5,00,000/-Variable Compensation : INR 3,00,000/-Direct Sales Allowance : INR 2,00,000/-

Details about the Direct Sales Allowance & Variable Compensation will be communicated to you post your joining the Company. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- 1. Provident Fund
- 2. Income tax deducted at source (which will be governed by the taxation laws of the country)
- 3. Employment/Professional Taxes
- 4. Dues to company including loans and advances
- 5. Any other applicable statutory deductions

You will be governed by and agree to abide by the General Terms & Conditions of Service of the Company and the provisions of the company's Code of Conduct, which will be mentioned in detail in the appointment letter, issued after your joining. You are requested to join the services of the Company no later than **02-11-2021**, failing which you may consider the offer to be withdrawn.

We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on-board for a fruitful career with us.

To accept the offer, kindly sign the document digitally and submit.

Best Regards,

Human Resources

Think & Learn Pvt. Ltd. Your Signature:

This is a system generated document that does not require a signature from Think & Learn Pvt. Ltd.

Byjus - Offer Letter - TNL71869813

Final Audit Report 2021-10-30

Created: 2021-10-29

By: Onboarding Team (onboarding@byjus.com)

Status: Signed

Transaction ID: CBJCHBCAABAAmgqlrhkLgn919uv1meKeM4RlgLHHYaoG

"Byjus - Offer Letter - TNL71869813" History

Document created by Onboarding Team (onboarding@byjus.com) 2021-10-29 - 10:49:09 AM GMT- IP address: 49.207.202.145

Document emailed to Monish B (monish.b@byjus.com) for signature 2021-10-29 - 10:49:13 AM GMT

Email viewed by Monish B (monish.b@byjus.com) 2021-10-30 - 4:22:21 AM GMT- IP address: 66.249.84.240

Document e-signed by Monish B (monish.b@byjus.com)

Signature Date: 2021-10-30 - 5:24:19 AM GMT - Time Source: server- IP address: 49.206.8.99

Agreement completed. 2021-10-30 - 5:24:19 AM GMT



Strictly Private and Confidential

Date:22-Jul-2021
Jayashree K S
C9801112

#90 Kempanahalli, Attur post, Yelahanka hobli, Bangalore North

8722759401

Dear Jayashree K S,

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.

1

Version 2.1 (Feb 2021)

candidate's Signature

Reference Id: 4d80a9a5-b547-40fd-8a21-7ed13e030f0a_1

Signed By: Mahesh Vasudeo Zurale

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 singed 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:

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 [#]		
Insurance Premium(notional value)	9500	
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- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund 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 which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Strictly Private and Confidential

Date:25-Aug-2021

Pavithra H K **C9996157**

Chetana ladies hostel dr ait campus nagarbavi BDA outer ring road mallathally BengaluruKarnataka state-560056 8296218973

Dear Pavithra H K,

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.

1

Version 2.1 (Feb 2021)

candidate's Signature

Javithra. H.K

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 60% 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 singed copy of this offer letter and Terms of Employment.



candidate's Signature

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:

PAVITHRA H K

28-10-2021

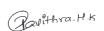
Pavithra. H.K

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 [#]		
Insurance Premium(notional value)	9500	
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.



candidate's Signature

(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

Pavithra. H.k

candidate's Signature

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.



Pavithra. H.K

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- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund 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 which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.





Strictly Private and Confidential

Date:25-Aug-2021 Anusha Shivashankar C9996162

#3/2, 3rd block, 3rd cross, Grape Garden, Thyagaraja Nagar, Bengaluru- 560028 8660862872

Dear Anusha Shivashankar,

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.

1

Version 2.1 (Feb 2021)

candidate's Signature

Reference Id: e51ed67b-16b3-4829-aa50-349d9111a656_1

Signed By: Mahesh Vasudeo Zurale

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 60% 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 singed 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:

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 [#]		
Insurance Premium(notional value)	9500	
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- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund 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 which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



Strictly Private and Confidential

Date:14-Sep-2021

G M Likhith C10111013

1/23A,opp zp high school ,gudibanda-515271(andhra pradesh)

8331968114

Dear G M Likhith,

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.

1

Version 2.1 (Feb 2021)

candidate's Signature

Reference Id: 5846561e-0b68-4f68-a662-56635dfe6ca1_1

Signed By: Mahesh Vasudeo Zurale

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 60% 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 singed 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:

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 [#]		
Insurance Premium(notional value)	9500	
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 FY22 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- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund 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 which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



APPOINTMENT LETTER

November 23, 2021

Dear KALLESHA S R,

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 10 th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12 th Standard or equivalent
 - 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

<u>ANNEXURE I</u>

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: policyclearinghouse@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 KALLESHA S R, 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: KALLESHA S R

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.

<u>ANNEXURE – V</u>

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 Perguisite 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

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

- 11/23/21, 6:45 PM
 - 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 x 20 x 2.7%* x 80% = 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

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

▼ Signature KALLESHA S R 23/11/2021 6:45 PM

Registered Office: Wipro Limited T:+91 (80) 2844 0011 Doddakannelli F:+91 (80) 2844 0054 Sarjapur Road E:info@wipro.com Bengaluru 560 035 W:wipro.com India C:L32102KA1945PLC020800 22692283



Chaithra KL India Date:September 2, 2021

Dear Chaithra KL,

It was a pleasure meeting you to explore a career opportunity for you with ITC Infotech India Limited. Based on our discussion, we are pleased to offer you the position of **Associate IT Consultant** for grade IS1

- 1. Your annual gross salary along with the break-up of salary is enclosed at the end.
- 2. You are required to join us on or before September 14, 2021 and the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.
- 3. You are requested to report at 9.30 AM to complete the joining formalities. Your initial place of posting will be at Bangalore. At the time of joining you are requested to submit the copies of documents as per the checklist enclosed.
- 4. For any further clarifications, request you to communicate with the concerned recruiter contact.

Your appointment is subject to

- You regularly attending the learning programs nominated by the Company.
- You completing the assessments in a timely manner and as per the threshold completion criteria specified by the Company.
- Your passing the Company's medical examination successfully. The decision of Company's medical team in this regard will be final.
- The Company receiving appropriate and satisfactory replies from your referees. The decision of the Company in this regard will be final.
- Your producing acceptable certified documentary evidence of your date of birth. This
 evidence must be a Birth Certificate or School Leaving Certificate, Copy of your passport or
 an Affidavit attesting your date of birth and sworn by your father, mother or a close relative.
 This date once accepted will be used for all purposes in connection with your employment
 and no cognisance will be taken for any alterations in the future.



- Your producing acceptable certified documentary evidence of your academic and professional qualifications.
- The Company receiving appropriate and satisfactory report on your background check i.e. past employment and education details

Welcome to ITC Infotech India Limited and look forward to a long and mutually beneficial association.

Yours faithfully, ITC Infotech India Limited

S Rajesh Chandran

Vice President - Talent Acquisition



Designation: Associate IT Consultant

Grade: IS1

Experience: 0 Yrs.

Date of Joining: September 14, 2021

Monthly Components	Proposed Salary (Rs pm)	
Basic/Consolidated Salary	7100	
House Rent Allowance	3550	
Supplementary Allowance	17782	
Meal Coupon	1100	
SUB- TOTAL I	29532	
Annual Components		
PF		
	1800	
L.T.A.	917	
Bonus	3064	
ITC Products & Services	104	
SUB- TOTAL II	5885	
TOTAL	35417	
Grand Total PA	425004	

Explanatory Notes:

- Sodexo Meal Coupons Coupons pertaining to a month will be distributed to the employees in the subsequent month (Eg. Rs.1100/- for the full month of November, will be distributed in the first week of December). However in cases where there is no full month of service (on account of Secondment/Exit, the prorated value will be paid as part of salary).
- Medical Insurance for Self/Family (Spouse, 2 dependent children upto age of 21 years) will be covered under Company's Group Health Insurance scheme, with a sum insured value of Rs. 5,00,000/- per annum. Option to cover parents on payment of premium by Employee with attractive benefits. You will also be covered under the group accident insurance policy of the company, with a sum insured value of Rs.15 Lakhs.
- Leave Travel Allowance of Rs. 917 is paid as per company policy, Prorata for the previous financial year along with April salary of the following financial year.

ITC INFOTECH INDIA LTD, A wholly owned subsidiary of ITC LIMITED



- Bonus- You are entitled to the indicated Bonus amount as per the Payment of Bonus Act or the STI amount as per the policy, whichever is higher. In case you have joined the Company during January March, you will be eligible for STI from the following accounting year.
- ITC Products & Services this scheme provides you an oppurtunity to avail and enjoy ITC's world class products and services, governed by the following policy.
 - a) You are eligible to claim reimbursement towards the purchase upto Rs. 1250 /- per annum, pro-rated in case where there is no full year of service.
- b) The Reimbursement amount are based on assumption that you are availing the benefit upto the entitlement as per the respective policy. If you do not avail the benefit, the amount mentioned is non-encashable.
- You will also be eligible for Gratuity as per the Gratuity Act.

Yours faithfully, ITC Infotech India Limited

S Rajesh Chandran

Vice President - Talent Acquisition



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai ? 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 215297

Letter of Intent ("LOI")

Dear Murthy M N,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LoI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear

the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Cappemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

- 1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
- 2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
- 3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Murthy M N Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be INR 3,00,000/- (Rupees Three Lakh only). Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only). Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950 Page 3 of 3

No. 872/D, 4th Floor, "Trinity Woods", 80 Feet Road, Indiranagar, Bangalore –560075

HRD/CR/2021/22/6528

Name: Keerthi S Date: 07th Aug 2021

Emp#: 6528

Dear Keerthi,

Subject: Notification of changes to compensation with effect from 01 April 2021

Thank you for being an integral part of Yethi's Journey.

As we take on new challenges, we would like to recognize your contribution and commitment and we look forward to many accomplishments in our journey together. We take this opportunity to thank you for your individual contribution and support in achieving organizational goals. We have given you extensive feedback on your performance and the expectations for the coming year. We have also heard your views, goals, and ambitions.

In appreciation of your performance and contribution to the organization, your compensation has been revised effective 01 April 2021. Compensation revisions are determined based on market trends, business achievements and your individual performance.

We look forward to your continued participation and partnership with Yethi Consulting Pvt Ltd in its pursuit of excellence and market leadership. Thank you for your dedication and ongoing contributions.

Wish you a successful career ahead with us.

The details of the revised compensation are stated in **ANNEXURE A** of this letter.

Annual CTC		
Revised CTC	Rs. 3,56,100.00	
Annual Bonus (Payable in 2 Instalments – December 2021 and March 2022)	Rs. 30,000.00	
Total CTC	Rs. 3,86,100.00	

^{**}The appraisal evaluation is considered for the period of full months eligibility and revised CTC is computed on prorata basis. The arrears for Apr'21, May'21 and Jun'21 will be paid in two instalments – September 2021 and October 2021.

Note: This letter supersedes all previous correspondence and communication on your Pay Plan.

Please note that your acceptance of the above-mentioned salary will be considered as an acceptance of the other terms laid out in the letter in addition to your existing terms of employment.

Your Sincerely,

Srirang Srikantha Chief Operating Officer Yethi Consulting Pvt Ltd



No. 872/D, 4th Floor, "Trinity Woods", 80 Feet Road, Indiranagar, Bangalore –560075

ANNEXURE – A

Compensation Details w.e.f 1st April 2021		
Name Keerthi S		
Job level	IC1	
Designation	Software Trainee	

Pay Plan	Monthly	Annual
Fixed Compensation		
Basic Salary	₹ 11,737	₹ 1,40,840
HRA	₹ 4,695	₹ 56,336
Children Education Allowance	₹ 200	₹ 2,400
Telephone & Internet Allowance	₹ 1,000	₹ 12,000
Food Allowance	₹ 2,400	₹ 28,800
Gift Voucher	₹0	₹ 5,000
Special Allowance	₹ 6,921	₹ 83,052
Sub Total (A)	₹ 26,952	₹ 3,28,428
Retiral		
PF - Contribution by Employer	₹ 1,408	₹ 16,901
Gratuity**	₹ 564	₹ 6,771
Sub Total (B)	₹ 1,973	₹ 23,672
Others Benefits		
Medical Insurance**	₹ 333	₹ 4,000
Annual Bonus	₹0	₹ 30,000
Sub Total (C)	₹ 333	₹ 34,000
Total CTC (A+B+C)	₹ 29,258	₹ 3,86,100

- Other benefits mentioned above are as per Company policies, which are subject to change from time to time.
- Net take home salary will be subject to statutory deductions as per prevalent Indian Laws, Central and State Government guidelines and rules.
- The gratuity amount mentioned above is only an approximation. Your eligibility and the final pay out of Gratuity will be determined in accordance with the provisions of Payment of Gratuity Act, 1972
- ** Gratuity and medical insurance will be part of your CTC effective 1st April 2021.
- If an employee resigns, he/she will not be covered under any ongoing review/bonus/referral/variable pay.
- Please note that your acceptance of the above-mentioned salary will be considered as an acceptance of the other terms laid out in the letter in addition to your existing terms of employment.



09 Feb 2022

Nandini S V Testing Engineer Emp code: 97

Sub: Confirmation Letter

Dear Nandini,

With reference to the review of your performance during the probation period, we are very much pleased to announce that you have successfully completed your probation and take pleasure in confirming your employment as a Testing Engineer with a revised compensation of Rs. 4,30,000 per annum effective from 01 Feb 2022.

The terms and conditions as mentioned in your appointment letter will remain unchanged.

We look forward to your valuable contributions and wish you all the very best for a fruitful career with our company.

for Synconext Technologies Pvt. Ltd.

Sincerely,

Manjula P.

Sr. HR Executive



Letter of Intent

Doc Ref. No.: **QC20220256** Date of Issue: **21-February-2022**

Dear Sneharani,

Congratulations on your selection with QuEST! We look forward to you joining our growth journey as world's leading engineering services provider.

We are pleased to let you know that we intend to make you an offer of Employment for the role of Trainee Engineer with QuEST Global Engineering Services Pvt. Ltd.

- Total Cost to Company (TCTC): INR 3.00 LPA
- One-time Retention Bonus: INR 25000 (On completion of one year from the date of joining)
- Location: Any of the QuEST Global offices (as per business requirement)
- Working Hours: As per Location Norms
- Probation Period: 6 months from the date of joining
- Service Agreement: 2 years

You will be entitled to allowances and other benefits as per QuEST Policies. You shall receive your salary payments on the last working day of the month.

This offer of employment is subject to successful completion of:

- Background Verification Check.
- Completion of your course program with an aggregate of 65% and no standing arrears on the Date
 of Joining

As per QuEST's hiring process we would conduct a detailed background verification check of all the information & documents submitted by you.

For any clarifications, offer acceptance, joining confirmation & BGC form please write back to: university.relations@quest-global.com

We eagerly look forward to welcome you at QuEST.

PS: This Offer stands cancelled in case of any discrepancy found during the Background Verification or based on Academic credentials.

For QuEST Global Engineering Services Private Limited

Neha Das

Neha D	Das		
Deputy	/ Manager	- University	/ Relations

	Signature:		
annınate	Signature:		

QuEST Global Engineering Services Private Limited

Reg. off. Address: AEQUS Special Economic Zone, No.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum KA 591245 IN CIN: U74900KA2014PTC076219



*Disclaimer: The salary package and structure will be subject to changes on business situation at the time of onboarding. This is a letter of intent to offer Employment and not a formal offer of employment. The detailed terms and conditions of employment with QuEST will be shared separately as a formal offer one month prior to your date of joining.

Annexure - I Compensation & Benefit Details

Items	Monthly Salary (Amount in INR)	Annual Salary (Amount in INR)
Monthly Salary Components		
(A) Basic Salary	15,000	1,80,000
(B) House Rent Allowance	2,250	27,000
(C) Conveyance Allowance	-	-
(D) Leave Travel Allowance (LTA)	-	-
(E) Food Coupon	-	-
(F) Telephone/Internet Allowance	-	-
(G) Other Allowance*	3,155	37,860
(H) MONTHLY GROSS SALARY: (H = A+B+C+D+E+F+G)	20,405	2,44,860
	•	
Retirement Benefits		
(I) PF	1,800	21,600
(J) Gratuity	722	8,664
(K) RETIREMENT BENEFITS: (K = I+J)	2,522	30,264
	•	•
Benefits		
(L) Medical Insurance Premium	673	8,076
(M) BONUS/Ex.GRATIA	1,400	16,800
(N) Fixed Compensation: (N = H+K+L+M)	25,000	3,00,000
(P) TOTAL COST TO COMPANY (TCC)		3,00,000

A one-time joining bonus of **INR 25,000** shall be paid upon successful completion of one-year service with QuEST.

QuEST Global Engineering Services Private Limited

Reg. off. Address: AEQUS Special Economic Zone, No.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum KA 591245 IN CIN: U74900KA2014PTC076219



Your monthly deduction from salary towards Medical Insurance premium would be INR **625**. This is as per your current Band; the amount will change accordingly in case of Band change.

You are eligible for benefits coverage as per QuEST Band. For your current Band the coverages shall be:

- Group Medical Insurance cover of INR 300000
- Group Personal Accident Insurance cover of INR 1000000
- Group Term Life Insurance cover of INR 1500000
- Employee Deposit Linked Insurance cover as per statutory requirement

Note: Income tax liability of allowances / reimbursements will be considered in light of the existing tax laws. In case any tax has to be recovered for any allowances / reimbursements, either because of changes made to the law by the Govt. of India or pursuant to an order by an Income Tax Officer or any responsible officer of the Income Tax Department, then the same will be recovered from employee's salary, either with retrospective or prospective effect, as the case may be.

Declaration: All aspects of QuEST policies provided in this document are intended to provide indicative details. For Policy details, please refer to QuEST QMS on intranet. The ownership and right for implementation of these policies rests with QuEST alone. QuEST reserves the right to make changes to the policies, including but not limited to withdrawal of the same, from time to time with or without prior notice.

QuEST Global Engineering Services Private Limited

Reg. off. Address: AEQUS Special Economic Zone, No.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum KA 591245 IN CIN: U74900KA2014PTC076219





Name : Keerthi.S

ID No. : SS0401

Blood Group : O +ve

Emergency No.: 9902545330

Authorised Signatory

SkandySys Private Limited

No.173, Lake Shore Homes, Kasavanahalli, Bangalore South, Near Lacasa Hotel, Bangalore-35



Hi Dileep,

Congratulations on your selection at Tata Elxsi!

Please submit below documents for completion of your joining process.

- a. Relieving letter(s) & Experience Certificate(s) from all your previous Organisations covering your entire experience.
- b. Your salary certificate / payslips (Latest 3 months Pay Slips from your immediate previous employer).
- c. Certificates of 10th & 12th Classes.
- d. Graduation Certificate & Marks Sheets.
- e. Post Graduation Certificate & Mark Sheets (If applicable).
- f. Passport Details (Number, Date, Place of Issue and Validity) with copy of first four and last two pages. Please get the self-attested copies of first four and last two pages of pass port.
- g. Last Employer's PF Membership No. (If applicable).
- h. Passport Size Photograph (White Background).
- i. Copies of Pan Card, self attested.
- j. Copies of Aadhar Card, self attested.

The offer should be signed (at the end of every page) and shared back to us.

Joining process will start by 9:00 AM on your joining date.

Note: Joining formalities will not be carried out if any of the mandatory documents is not submitted. Joining formalities will be done on the day when all the required documents are brought by you.

Looking forward to your joining the TATA ELXSI FAMILY!

for Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources



01 August 2022

Dileep Hr Mattikere Road, Hagalavadi, Gubbi Taluk Tumkur 572222

Dear Dileep,

We are pleased to appoint you as **Engineer** or in such other capacity as the Management of the Company shall from time to time determine, under the following terms and conditions:

1. Appointment:

You will be required to join us on **01 August 2022.**(The Company reserves the right to advance / postpone the date of joining.)

1.1. Your date of appointment is effective from the date of joining.

2. Code of Conduct:

- 2.1. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.
- 2.2. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Accordingly your salary and any changes made to it, is strictly confidential, and you shall treat it accordingly.
- 2.3. You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.
- 2.4. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 2.5. You shall inform the Company of any changes in your personal data within 3 days of the occurrence of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India, as recorded in the Company.
- 2.6. You will observe work timings and holidays as applicable to your location and place of work.



3. Training & Probationary Period:

- 3.1 You will be on training for the first 6 months. During the training period, you will be subject to assessment at various stages and you are expected to meet the minimum acceptable criteria for your continuity in the Company and subject to submission of Provisional Degree Certificate (PDC) of the University with 60% or 6.0 CGPA in aggregate.
- 3.2 Post the above, you will be on probation for the next 6 months. On meeting the minimum acceptable criteria and on completion of the probation period, if found suitable in the appointed post, you will be confirmed in writing by the Company. The terms and conditions of this letter shall continue to bind you or as may be amended by the Company from time to time.
- 3.3 Based on your performance, the Company is at liberty to terminate your services, if found unsatisfactory at any time during the Training or probation period, or extended probation period, as it deems necessary.

4. Salary:

- 4.1. During the period of probation you will be entitled to salary and perquisites as detailed in the annexure. The Company in writing will communicate any change in compensation to you.
- 4.2. Compensation structure detailed in the attached annexure is for a posting in **Bangalore**. The compensation structure is based on location of posting and any change in compensation arising out of a change in location of posting will be communicated to you in writing.

5. Initial Posting and Subsequent Transfers:

Your initial posting can be at any of our design & development centers in **Bangalore**. You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, factory or branch of the Company or subsidiary, associate or affiliate of the Company in India or abroad without claiming any extra remuneration for such transfers.

6. Leave:

6.1. You will be entitled to leave and other benefits in accordance with the rules / policies of the Company.

7. Other Work:

7.1. Your position is a full time employment with the Company and you shall devote your whole time and attention to the Company's business entrusted to you. You will not take



up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the prior written permission of the Chief Executive Officer of the Company.

8. Termination:

- 8.1. During the period of training / probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management. On confirmation of your services in the Company, your services shall be terminable by giving three months notice or three months basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management.
- 8.2. In the event that you want to terminate your employment with the Company, while on a project at customer's site in India or abroad you be will required to give a minimum of 90 days notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided with the consent of the concerned client and your superior and the said date of release shall not be unreasonably withheld provided you are able to handover charge satisfactorily within the 90 day period. This minimum notice of 90 days cannot be adjusted with payment in lieu of notice period as mentioned in clause 8.1 above or adjusted against the Privilege Leave.
- 8.3. During the term of your employment with the Company, if the Company decides to enroll you for Training/Development Program abroad, you shall not leave or abandon the services of the Company for the time period set forth in a separate agreement from the date of completion of such Training and Development Program. On completion of such time period, if you wish to leave the services of the Company, you shall be bound to provide prior notice in writing as per the terms of this Employment Agreement / Offer letter.
- 8.4. You will be liable to termination from service by the Company without notice if:
 - a. Any declaration given by you or any testimonials furnished by you to the Company is found to be false, or,
 - b. You are found to have willfully suppressed any material information, or,
 - c. You are found to have been convicted for or indulged in criminal, subversive or immoral activities, or,
 - d. You are found to have indulged in financial irregularities; or
 - e. You breach any of the terms and conditions of your employment as specified in this letter, or of any further official communication from the Company.

9. On Separation:

9.1. On communication of the termination/resignation of your employment with the Company, you will immediately give up to the Company before you are relieved, all



documents of the Company including correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items.

10. Background Check:

You are advised that, before or after joining the services, the Company or its Client(s) may conduct a background check such as past employment, education, financial & criminal check, including any other information that has been furnished by you. The Company reserve the right to withdraw any offer of employment or terminate your appointment immediately, without any liability should the results of your background investigation found negative.

11. Intellectual Property and Confidential Information:

- 11.1. Information pertaining to the Company's operations and its clients shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Any Intellectual Property or Patents developed by you during your service will be the property of Tata Elxsi Limited. After leaving the services of the Company, you shall keep confidential and proprietary information and technologies, which you were involved with during your service with the Company and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 11.2. You shall irrevocably, unconditionally and free of any cost, royalty or compensation, assign to TEL all rights, title and interests including the transfer rights and Intellectual Property Rights in all products, designs, software, all embedded, intermediary, base software technology which is created or developed by you during the course of your employment. TEL shall have the right to obtain and hold in its own name, copyrights, trade-marks and other applicable registrations and seek such other protection as may be appropriate to the work, product and all designs, software created by you and you shall also provide TEL or any person designated by TEL all assistance as may be required to establish and / or perfect the rights defined in this clause.
- 11.3. Data Protection Regulation- Personal Data: You acknowledge and agree that TEL or any of its affiliates or group companies may process your personal data/ sensitive data. You also hereby provide explicit consent to the company to transfer such personal/sensitive data outside the country in which you are employed. TEL will process your personal data in the performance of a contract as your employer, to ensure to meet the employer obligations and the requirements of employment law. Your personal/sensitive data as part of legal obligation for business accounting, payroll, tax,



immigration purposes. Your personal/sensitive data shall be under legitimate interests to carry out background checks as part of our due diligence measures. You hereby give your explicit consent to TEL to process such personal/or sensitive data.

12. Adhering to Safety Standards:

- 12.1. The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.
- 12.2. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs, smoking, chewing of tobacco or alcohol. The use of alcohol and/or illegal drugs in the workplace will not be tolerated.
- 12.3. Tata Elxsi has implemented its Healthy and Safety process based on ISO 45001. You are expected adhere to the Health and Safety Policy and promptly report any potential health and safety issues as per the reporting mechanism stipulated under the Health and Safety Policy. This act may help us maintain our own safety, as well as the safety of our fellow co-workers.

13. Protection of Interest:

13.1. If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the Company, such development will be fully communicated to the Company and will be and will remain sole right / property of the Company.

14. Client Management:

14.1. On Termination / Resignation of employment for what-so-ever reasons, you will not seek employment opportunities with our principals, customers and any other person / entity, with whom you had a business relationship / technical engagement within one year from your last working day in the Company. In the event the Company is of the reasonable opinion that you are terminating your employment with the Company to pursue an occupation in violation of this Clause 12, then the Company reserves the right to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the Company. The Company further reserves the right to approach a Court of competent jurisdiction and obtain an injunction preventing you from terminating your employment with the Company and/or recover damages there from.

15. Non-solicitation:





- 15.1. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, any other employee of the Company. At no time you may directly or indirectly seek to induce any other employee of the Company to leave the employment of the Company or to become associated with, or perform services of any type for any third party.
- 15.2. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, induce or encourage any customer or vendor of the Company to move his/her existing business with the Company to a third party or to terminate his/her business relationship with the Company.

16. Retirement:

16.1. You will retire in the month of your attaining the age of 60 years.

17. Original Certificates:

- 17.1. You are required to produce Original certificates / testimonials for our reference & verification on the day of joining.
- 18. You are requested to join us on the date as indicated to you in clause 1 of this letter ("Date of Appointment").

19. Jurisdiction and Dispute resolution:

- 19.1. Any dispute which may at any time hereafter arise between the parties hereto, shall be referred to a single arbitrator to be appointed by the Company Secretary of Tata Elxsi Ltd. in accordance with and subject to the provisions of the arbitration and conciliation act, 1996. It shall be open to any one of the parties to move the Company Secretary to appoint the arbitrator and refer dispute to arbitration. The decision/award of such an arbitrator shall be binding on the parties hereto. The venue of arbitration shall be Bangalore. The Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.
- 19.2. You will be required to produce one set of photocopies and the originals of certificates / testimonials on the day of joining. Photocopies will be retained for our records and originals will be returned to you upon verification.



19.3. Please note that while on employment, you will be governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

Wishing you the best in your career,

For Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources

Declaration

I acknowledge that I was provided with an unsigned copy of this Agreement in advance of signing the same and was accorded ample opportunity to read and seek whatever clarification I needed related to the Agreement. I have read and understood the above terms and conditions of employment and am accepting the same. I will be reporting for duty on as indicated to me in **Clause 1** of this letter ("**Date of Appointment"**). By signing this Agreement I consent to the Company for collecting, retaining and processing my personal/sensitive data.

Date:	Signature:	
Date:	21003HILE.	



Annexure 1

Annexure to: Dileep Hr

Appointment Letter Dated: 01 August 2022

Name Dileep Hr

Level D

Designation Engineer

BU MCV

Location Bangalore

	Amount in INR
Basic	15,000
House Rent Allowance	7,500
Flexible Benefit Plan**	2,746
Statutory Bonus *	1,400

Monthly Salary 26,646

Deferred Benefits (Annualised)

Provident Fund (As per the PF Act 1952)	21,600
Gratuity (As per the Gratuity Act 1972)	8,658

Annual Gross Salary

3,50,010

Medical Insurance (Hospitalisation) coverage as per Company policy as amended time to time.

Group Term Life (Personal Accident + Life Insurance) Coverage as per Company policy as amended time to time.

*As per the Payment of Bonus Act 1965

**Please refer the annexure for details of FBP

For Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources



Annexure 2

Annexure indicating breakup of FBP components applicable to grade "D"

- 1. Telephone / Cell phone expenses (Not exceeding Rs.15,000/- p.a.).
- 2. Membership for Technical Societies (not exceeding Rs.6000/- p.a.).
- 3. LTA (tax free twice in 4 years as per prevailing Income Tax rules).



ROHIT R

ID 32926

Blood Group AB+ve

Contact +91 80 2297 9209

TATA ELXSI

engineering creativity



Hi Naveen,

Congratulations on your selection at Tata Elxsi!

Please submit below documents for completion of your joining process.

- a. Relieving letter(s) & Experience Certificate(s) from all your previous Organisations covering your entire experience.
- b. Your salary certificate / payslips (Latest 3 months Pay Slips from your immediate previous employer).
- c. Certificates of 10th & 12th Classes.
- d. Graduation Certificate & Marks Sheets.
- e. Post Graduation Certificate & Mark Sheets (If applicable).
- f. Passport Details (Number, Date, Place of Issue and Validity) with copy of first four and last two pages. Please get the self-attested copies of first four and last two pages of pass port.
- g. Last Employer's PF Membership No. (If applicable).
- h. Passport Size Photograph (White Background).
- i. Copies of Pan Card, self attested.
- j. Copies of Aadhar Card, self attested.

The offer should be signed (at the end of every page) and shared back to us.

Joining process will start by 9:00 AM on your joining date.

Note: Joining formalities will not be carried out if any of the mandatory documents is not submitted. Joining formalities will be done on the day when all the required documents are brought by you.

Looking forward to your joining the TATA ELXSI FAMILY!

for Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources





02 May 2022

Naveen M R Muddhalahalli village nandhiganahalli post chintamani taluk chikkabalapur district-563125

Dear Naveen,

We are pleased to appoint you as **Engineer** or in such other capacity as the Management of the Company shall from time to time determine, under the following terms and conditions:

1. Appointment:

You will be required to join us on **04 July 2022.** (The Company reserves the right to advance / postpone the date of joining.)

1.1. Your date of appointment is effective from the date of joining.

2. Code of Conduct:

- 2.1. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.
- 2.2. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Accordingly your salary and any changes made to it, is strictly confidential, and you shall treat it accordingly.
- 2.3. You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.
- 2.4. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 2.5. You shall inform the Company of any changes in your personal data within 3 days of the occurrence of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India, as recorded in the Company.
- 2.6. You will observe work timings and holidays as applicable to your location and place of work.



3. Training & Probationary Period:

- 3.1 You will be on training for the first 6 months. During the training period, you will be subject to assessment at various stages and you are expected to meet the minimum acceptable criteria for your continuity in the Company and subject to submission of Provisional Degree Certificate (PDC) of the University with **60% or 6.0 CGPA** in aggregate.
- 3.2 Post the above, you will be on probation for the next 6 months. On meeting the minimum acceptable criteria and on completion of the probation period, if found suitable in the appointed post, you will be confirmed in writing by the Company. The terms and conditions of this letter shall continue to bind you or as may be amended by the Company from time to time.
- 3.3 Based on your performance, the Company is at liberty to terminate your services, if found unsatisfactory at any time during the Training or probation period, or extended probation period, as it deems necessary.

4. Salary:

- 4.1. During the period of probation you will be entitled to salary and perquisites as detailed in the annexure. The Company in writing will communicate any change in compensation to you.
- 4.2. Compensation structure detailed in the attached annexure is for a posting in **Bangalore**. The compensation structure is based on location of posting and any change in compensation arising out of a change in location of posting will be communicated to you in writing.

5. Initial Posting and Subsequent Transfers:

Your initial posting can be at any of our design & development centers in **Bangalore**. You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, factory or branch of the Company or subsidiary, associate or affiliate of the Company in India or abroad without claiming any extra remuneration for such transfers.

6. Leave:

6.1. You will be entitled to leave and other benefits in accordance with the rules / policies of the Company.



7. Other Work:

7.1. Your position is a full time employment with the Company and you shall devote your whole time and attention to the Company's business entrusted to you. You will not take up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the prior written permission of the Chief Executive Officer of the Company.

8. Termination:

- 8.1. During the period of training / probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management. On confirmation of your services in the Company, your services shall be terminable by giving three months notice or three months basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management.
- 8.2. In the event that you want to terminate your employment with the Company, while on a project at customer's site in India or abroad you be will required to give a minimum of 90 days notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided with the consent of the concerned client and your superior and the said date of release shall not be unreasonably withheld provided you are able to handover charge satisfactorily within the 90 day period. This minimum notice of 90 days cannot be adjusted with payment in lieu of notice period as mentioned in clause 8.1 above or adjusted against the Privilege Leave.
- 8.3. In case during your services with the Company, if you are deputed abroad for Training / Developmental program / Participating in Seminar etc., your notice period for resignation / termination during the period of one year after completion of your deputation abroad, will be 6 months at the option of the Company.
- 8.4. You will be liable to termination from service by the Company without notice if:
 - a. Any declaration given by you or any testimonials furnished by you to the Company is found to be false, or,
 - b. You are found to have willfully suppressed any material information, or,
 - c. You are found to have been convicted for or indulged in criminal, subversive or immoral activities, or,
 - d. You are found to have indulged in financial irregularities; or
 - e. You breach any of the terms and conditions of your employment as specified in this letter, or of any further official communication from the Company.



9. On Separation:

9.1. On communication of the termination/resignation of your employment with the Company, you will immediately give up to the Company before you are relieved, all documents of the Company including correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items.

10. Background Check:

You are advised that, before or after joining the services, the Company or its Client(s) may conduct a background check such as past employment, education, financial & criminal check, including any other information that has been furnished by you. The Company reserve the right to withdraw any offer of employment or terminate your appointment immediately, without any liability should the results of your background investigation found negative.

11. Intellectual Property and Confidential Information:

- 11.1. Information pertaining to the Company's operations and its clients shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Any Intellectual Property or Patents developed by you during your service will be the property of Tata Elxsi Limited. After leaving the services of the Company, you shall keep confidential and proprietary information and technologies, which you were involved with during your service with the Company and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 11.2. You shall irrevocably, unconditionally and free of any cost, royalty or compensation, assign to TEL all rights, title and interests including the transfer rights and Intellectual Property Rights in all products, designs, software, all embedded, intermediary, base software technology which is created or developed by you during the course of your employment. TEL shall have the right to obtain and hold in its own name, copyrights, trade-marks and other applicable registrations and seek such other protection as may be appropriate to the work, product and all designs, software created by you and you shall also provide TEL or any person designated by TEL all assistance as may be required to establish and / or perfect the rights defined in this clause.



11.3. **Data Protection Regulation- Personal Data**: You acknowledge and agree that TEL or any of its affiliates or group companies may process your personal data/ sensitive data. You also hereby provide explicit consent to the company to transfer such personal/sensitive data outside the country in which you are employed. TEL will process your personal data in the performance of a contract as your employer, to ensure to meet the employer obligations and the requirements of employment law. Your personal/sensitive data as part of legal obligation for business accounting, payroll, tax, immigration purposes. Your personal/sensitive data shall be under legitimate interests to carry out background checks as part of our due diligence measures. You hereby give your explicit consent to TEL to process such personal/or sensitive data.

12. Adhering to Safety Standards:

- 12.1. The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.
- 12.2. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs, smoking, chewing of tobacco or alcohol. The use of alcohol and/or illegal drugs in the workplace will not be tolerated.
- 12.3. Tata Elxsi has implemented its Healthy and Safety process based on ISO 45001. You are expected adhere to the Health and Safety Policy and promptly report any potential health and safety issues as per the reporting mechanism stipulated under the Health and Safety Policy. This act may help us maintain our own safety, as well as the safety of our fellow co-workers.

13. Protection of Interest:

13.1. If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the Company, such development will be fully communicated to the Company and will be and will remain sole right / property of the Company.

14. Client Management:

14.1. On Termination / Resignation of employment for what-so-ever reasons, you will not seek employment opportunities with our principals, customers and any other person / entity, with whom you had a business relationship / technical engagement within one year from your last working day in the Company. In the event the Company is of the reasonable opinion that you are terminating your employment with the Company to pursue an



occupation in violation of this Clause 12, then the Company reserves the right to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the Company. The Company further reserves the right to approach a Court of competent jurisdiction and obtain an injunction preventing you from terminating your employment with the Company and/or recover damages there from.

15. Non-solicitation:

- 15.1. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, any other employee of the Company. At no time you may directly or indirectly seek to induce any other employee of the Company to leave the employment of the Company or to become associated with, or perform services of any type for any third party.
- 15.2. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, induce or encourage any customer or vendor of the Company to move his/her existing business with the Company to a third party or to terminate his/her business relationship with the Company.

16. Retirement:

16.1. You will retire in the month of your attaining the age of 60 years.

17. Original Certificates:

- 17.1. You are required to produce Original certificates / testimonials for our reference & verification on the day of joining.
- 18. You are requested to join us on the date as indicated to you in clause 1 of this letter ("Date of Appointment").

19. Jurisdiction and Dispute resolution:

19.1. Any dispute which may at any time hereafter arise between the parties hereto, shall be referred to a single arbitrator to be appointed by the Company Secretary of Tata Elxsi Ltd. in accordance with and subject to the provisions of the arbitration and conciliation act, 1996. It shall be open to any one of the parties to move the Company Secretary to appoint the arbitrator and refer dispute to arbitration. The decision/award of such an arbitrator shall be binding on the parties hereto. The venue of arbitration shall be



Bangalore. The Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.

- 19.2. You will be required to produce one set of photocopies and the originals of certificates / testimonials on the day of joining. Photocopies will be retained for our records and originals will be returned to you upon verification.
- 19.3. Please note that while on employment, you will be governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

Wishing you the best in your career,

For Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources

Declaration

I acknowledge that I was provided with an unsigned copy of this Agreement in advance of signing the same and was accorded ample opportunity to read and seek whatever clarification I needed related to the Agreement. I have read and understood the above terms and conditions of employment and am accepting the same. I will be reporting for duty on as indicated to me in **Clause 1** of this letter ("**Date of Appointment"**). By signing this Agreement I consent to the Company for collecting, retaining and processing my personal/sensitive data.

Date:	Signature:
Date.	Siulialure.



Annexure 1

Annexure to: Naveen M R

Appointment Letter Dated: 02 May 2022

Name Naveen M R

Level

Designation Engineer
Location Bangalore

	Amount in INR
Basic	15,500
House Rent Allowance	7,750
Flexible Benefit Plan**	1,912
Statutory Bonus *	1,400
Monthly Salary	26,562

Deferred Benefits (Annualised)

Provident Fund (As per the PF Act 1952)	22,320
Gratuity (As per the Gratuity Act 1972)	8,947

Annual Gross Salary

3,50,011

Medical Insurance (Hospitalisation) coverage as per Company policy as amended time to time.

Group Term Life (Personal Accident + Life Insurance) Coverage as per Company policy as amended time to time.

- *As per the Payment of Bonus Act 1965
- **Please refer the annexure for details of FBP

For Tata Elxsi Limited,



Rajagopalan S.

Head - Human Resources

Annexure 2

Annexure indicating breakup of FBP components applicable to grade "D"

- 1. Telephone / Cell phone expenses (Not exceeding Rs.15,000/- p.a.).
- 2. Membership for Technical Societies (not exceeding Rs.6000/- p.a.).
- 3. LTA (tax free twice in 4 years as per prevailing Income Tax rules).



Hi Prathiksha,

Congratulations on your selection at Tata Elxsi!

Please submit below documents for completion of your joining process.

- a. Relieving letter(s) & Experience Certificate(s) from all your previous Organisations covering your entire experience.
- b. Your salary certificate / payslips (Latest 3 months Pay Slips from your immediate previous employer).
- c. Certificates of 10th & 12th Classes.
- d. Graduation Certificate & Marks Sheets.
- e. Post Graduation Certificate & Mark Sheets (If applicable).
- f. Passport Details (Number, Date, Place of Issue and Validity) with copy of first four and last two pages. Please get the self-attested copies of first four and last two pages of pass port.
- g. Last Employer's PF Membership No. (If applicable).
- h. Passport Size Photograph (White Background).
- i. Copies of Pan Card, self attested.
- j. Copies of Aadhar Card, self attested.

The offer should be signed (at the end of every page) and shared back to us.

Joining process will start by 9:00 AM on your joining date.

Note: Joining formalities will not be carried out if any of the mandatory documents is not submitted. Joining formalities will be done on the day when all the required documents are brought by you.

Looking forward to your joining the TATA ELXSI FAMILY!

for Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources





01 August 2022

Prathiksha P Shet 1063/16 Sri Rama Nilaya 5Th Cross 7Th Main Vijayanagar Bangalore-560040

Dear Prathiksha,

We are pleased to appoint you as **Engineer** or in such other capacity as the Management of the Company shall from time to time determine, under the following terms and conditions:

1. Appointment:

You will be required to join us on **01 August 2022.** (The Company reserves the right to advance / postpone the date of joining.)

1.1. Your date of appointment is effective from the date of joining.

2. Code of Conduct:

- 2.1. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.
- 2.2. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Accordingly your salary and any changes made to it, is strictly confidential, and you shall treat it accordingly.
- 2.3. You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.
- 2.4. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 2.5. You shall inform the Company of any changes in your personal data within 3 days of the occurrence of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India, as recorded in the Company.
- 2.6. You will observe work timings and holidays as applicable to your location and place of work.



3. Training & Probationary Period:

- 3.1 You will be on training for the first 6 months. During the training period, you will be subject to assessment at various stages and you are expected to meet the minimum acceptable criteria for your continuity in the Company and subject to submission of Provisional Degree Certificate (PDC) of the University with 60% or 6.0 CGPA in aggregate.
- 3.2 Post the above, you will be on probation for the next 6 months. On meeting the minimum acceptable criteria and on completion of the probation period, if found suitable in the appointed post, you will be confirmed in writing by the Company. The terms and conditions of this letter shall continue to bind you or as may be amended by the Company from time to time.
- 3.3 Based on your performance, the Company is at liberty to terminate your services, if found unsatisfactory at any time during the Training or probation period, or extended probation period, as it deems necessary.

4. Salary:

- 4.1. During the period of probation you will be entitled to salary and perquisites as detailed in the annexure. The Company in writing will communicate any change in compensation to you.
- 4.2. Compensation structure detailed in the attached annexure is for a posting in **Bangalore**. The compensation structure is based on location of posting and any change in compensation arising out of a change in location of posting will be communicated to you in writing.

5. Initial Posting and Subsequent Transfers:

Your initial posting can be at any of our design & development centers in **Bangalore**. You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, factory or branch of the Company or subsidiary, associate or affiliate of the Company in India or abroad without claiming any extra remuneration for such transfers.

6. Leave:

6.1. You will be entitled to leave and other benefits in accordance with the rules / policies of the Company.

7. Other Work:

7.1. Your position is a full time employment with the Company and you shall devote your whole time and attention to the Company's business entrusted to you. You will not take



up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the prior written permission of the Chief Executive Officer of the Company.

8. Termination:

- 8.1. During the period of training / probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management. On confirmation of your services in the Company, your services shall be terminable by giving three months notice or three months basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management.
- 8.2. In the event that you want to terminate your employment with the Company, while on a project at customer's site in India or abroad you be will required to give a minimum of 90 days notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided with the consent of the concerned client and your superior and the said date of release shall not be unreasonably withheld provided you are able to handover charge satisfactorily within the 90 day period. This minimum notice of 90 days cannot be adjusted with payment in lieu of notice period as mentioned in clause 8.1 above or adjusted against the Privilege Leave.
- 8.3. During the term of your employment with the Company, if the Company decides to enroll you for Training/Development Program abroad, you shall not leave or abandon the services of the Company for the time period set forth in a separate agreement from the date of completion of such Training and Development Program. On completion of such time period, if you wish to leave the services of the Company, you shall be bound to provide prior notice in writing as per the terms of this Employment Agreement / Offer letter.
- 8.4. You will be liable to termination from service by the Company without notice if:
 - a. Any declaration given by you or any testimonials furnished by you to the Company is found to be false, or,
 - b. You are found to have willfully suppressed any material information, or,
 - c. You are found to have been convicted for or indulged in criminal, subversive or immoral activities, or,
 - d. You are found to have indulged in financial irregularities; or
 - e. You breach any of the terms and conditions of your employment as specified in this letter, or of any further official communication from the Company.

9. On Separation:

9.1. On communication of the termination/resignation of your employment with the Company, you will immediately give up to the Company before you are relieved, all



documents of the Company including correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items.

10. Background Check:

You are advised that, before or after joining the services, the Company or its Client(s) may conduct a background check such as past employment, education, financial & criminal check, including any other information that has been furnished by you. The Company reserve the right to withdraw any offer of employment or terminate your appointment immediately, without any liability should the results of your background investigation found negative.

11. Intellectual Property and Confidential Information:

- 11.1. Information pertaining to the Company's operations and its clients shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Any Intellectual Property or Patents developed by you during your service will be the property of Tata Elxsi Limited. After leaving the services of the Company, you shall keep confidential and proprietary information and technologies, which you were involved with during your service with the Company and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 11.2. You shall irrevocably, unconditionally and free of any cost, royalty or compensation, assign to TEL all rights, title and interests including the transfer rights and Intellectual Property Rights in all products, designs, software, all embedded, intermediary, base software technology which is created or developed by you during the course of your employment. TEL shall have the right to obtain and hold in its own name, copyrights, trade-marks and other applicable registrations and seek such other protection as may be appropriate to the work, product and all designs, software created by you and you shall also provide TEL or any person designated by TEL all assistance as may be required to establish and / or perfect the rights defined in this clause.
- 11.3. Data Protection Regulation- Personal Data: You acknowledge and agree that TEL or any of its affiliates or group companies may process your personal data/ sensitive data. You also hereby provide explicit consent to the company to transfer such personal/sensitive data outside the country in which you are employed. TEL will process your personal data in the performance of a contract as your employer, to ensure to meet the employer obligations and the requirements of employment law. Your personal/sensitive data as part of legal obligation for business accounting, payroll, tax,



immigration purposes. Your personal/sensitive data shall be under legitimate interests to carry out background checks as part of our due diligence measures. You hereby give your explicit consent to TEL to process such personal/or sensitive data.

12. Adhering to Safety Standards:

- 12.1. The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.
- 12.2. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs, smoking, chewing of tobacco or alcohol. The use of alcohol and/or illegal drugs in the workplace will not be tolerated.
- 12.3. Tata Elxsi has implemented its Healthy and Safety process based on ISO 45001. You are expected adhere to the Health and Safety Policy and promptly report any potential health and safety issues as per the reporting mechanism stipulated under the Health and Safety Policy. This act may help us maintain our own safety, as well as the safety of our fellow co-workers.

13. Protection of Interest:

13.1. If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the Company, such development will be fully communicated to the Company and will be and will remain sole right / property of the Company.

14. Client Management:

14.1. On Termination / Resignation of employment for what-so-ever reasons, you will not seek employment opportunities with our principals, customers and any other person / entity, with whom you had a business relationship / technical engagement within one year from your last working day in the Company. In the event the Company is of the reasonable opinion that you are terminating your employment with the Company to pursue an occupation in violation of this Clause 12, then the Company reserves the right to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the Company. The Company further reserves the right to approach a Court of competent jurisdiction and obtain an injunction preventing you from terminating your employment with the Company and/or recover damages there from.

15. Non-solicitation:





- 15.1. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, any other employee of the Company. At no time you may directly or indirectly seek to induce any other employee of the Company to leave the employment of the Company or to become associated with, or perform services of any type for any third party.
- 15.2. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, induce or encourage any customer or vendor of the Company to move his/her existing business with the Company to a third party or to terminate his/her business relationship with the Company.

16. Retirement:

16.1. You will retire in the month of your attaining the age of 60 years.

17. Original Certificates:

- 17.1. You are required to produce Original certificates / testimonials for our reference & verification on the day of joining.
- 18. You are requested to join us on the date as indicated to you in clause 1 of this letter ("Date of Appointment").

19. Jurisdiction and Dispute resolution:

- 19.1. Any dispute which may at any time hereafter arise between the parties hereto, shall be referred to a single arbitrator to be appointed by the Company Secretary of Tata Elxsi Ltd. in accordance with and subject to the provisions of the arbitration and conciliation act, 1996. It shall be open to any one of the parties to move the Company Secretary to appoint the arbitrator and refer dispute to arbitration. The decision/award of such an arbitrator shall be binding on the parties hereto. The venue of arbitration shall be Bangalore. The Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.
- 19.2. You will be required to produce one set of photocopies and the originals of certificates / testimonials on the day of joining. Photocopies will be retained for our records and originals will be returned to you upon verification.



19.3. Please note that while on employment, you will be governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

Wishing you the best in your career,

For Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources

Declaration

I acknowledge that I was provided with an unsigned copy of this Agreement in advance of signing the same and was accorded ample opportunity to read and seek whatever clarification I needed related to the Agreement. I have read and understood the above terms and conditions of employment and am accepting the same. I will be reporting for duty on as indicated to me in **Clause 1** of this letter ("**Date of Appointment"**). By signing this Agreement I consent to the Company for collecting, retaining and processing my personal/sensitive data.

Date:	Signature:	
I 12TA'	Signatilità.	



Annexure 1

Annexure to: Prathiksha P Shet

Appointment Letter Dated: 01 August 2022

Name Prathiksha P Shet

Level D

Designation Engineer

BU MCV

Location Bangalore

	Amount in INR
Basic	15,000
House Rent Allowance	7,500
Flexible Benefit Plan**	2,746
Statutory Bonus *	1,400

Monthly Salary 26,646

Deferred Benefits (Annualised)

Provident Fund (As per the PF Act 1952)	21,600
Gratuity (As per the Gratuity Act 1972)	8,658

Annual Gross Salary

3,50,010

Medical Insurance (Hospitalisation) coverage as per Company policy as amended time to time.

Group Term Life (Personal Accident + Life Insurance) Coverage as per Company policy as amended time to time.

*As per the Payment of Bonus Act 1965

**Please refer the annexure for details of FBP

For Tata Elxsi Limited,

Rajagopalan S.

Head - Human Resources

TATA ELXSI



Annexure 2

Annexure indicating breakup of FBP components applicable to grade "D"

- 1. Telephone / Cell phone expenses (Not exceeding Rs.15,000/- p.a.).
- 2. Membership for Technical Societies (not exceeding Rs.6000/- p.a.).
- 3. LTA (tax free twice in 4 years as per prevailing Income Tax rules).



Date: 11th August 2022

Ms. Chaya M,

STRICTLY PRIVATE AND CONFIDENTIAL

Dear Chaya,

We are pleased to offer you a position as a **Software Design Trainee** with WinWire Technologies India Private Limited, a subsidiary of WinWire Technologies, Incorporated. We are sure that WinWire will provide you with a satisfying and challenging work environment along with a successful growth path.

Your will initially be receiving a consolidated salary of Rs.33,334/- Per Month (Rupees Thirty Three thousand Three hundred and thirty four only) for a period of one year. In addition to your salary, you are eligible for a performance bonus of Rs.1,00,000/- Per Annum (Rupees One lakh only). The performance bonus will be processed and paid at the end of your annual performance appraisal based on your performance feedback and rating. Terms and conditions that will affect your employment are contained in Exhibit A.

Looking forward to your acceptance of this offer (which expires by end of day on 12th August 2022) and joining us on 16th August 2022.

We look forward to a mutually rewarding association with you at WinWire.

Yours sincerely,

For WinWire Technologies (India) Private Limited

Pavan Kumar K Associate Director-HR



Exhibit A

TERMS AND CONDITIONS OF EMPLOYMENT

You are expected to devote your full business time, attention and energies to the training and performance of your duties with the Company. Your place of reporting will be **Hyderabad**, India. Upon successful completion of the training, your place of work will be either **Hyderabad/Bengaluru** based on the project need. Under the terms of this agreement, and without the need to terminate the employment relationship, the Company in order to impart effective training in various aspects which will prove beneficial to you may arrange for you to obtain such training in any department as it may think fit and necessary. The Company may assign you additional tasks or to a new manager, modify or remove your assigned duties, or change the place of your employment without additional compensation to you.

You also hereby consent and agree to any amendments to these terms and conditions of employment, as deemed necessary by WinWire Technologies (India) Private Limited. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you.

Compensation: Your annual compensation is in accordance with the Company's standard payroll practices for salaried employees in India. The compensation will be subject to the usual deductions including deductions for tax and statutory contribution normally to be withheld by an employer in India and will be subject to adjustment pursuant to the Company's compensation policies in effect and your performance.

In case you are assigned to work outside your normal place of posting, the specific deputation letter would notify you of any changes in the compensation and benefits. In the event you are sent abroad on training and/or project work, you may be required to sign an agreement for service with the Company as per the policy of the Company.

Employee Benefits: You will be entitled, during the term of your employment, to the Company's standard health, vacation, and other benefits covering employees in positions similar to yours and based in India. Employer contributions and employee deductions will be paid into the appropriate mandated plans as opted by you. A list of public holidays recognized by the Company and other benefits information will be provided to you once you join the Company. If you are deputed for an overseas assignment, the deputation letter specific to your place of posting will specify the leave entitlements.

Proprietary Information and Inventions Agreement: You will be required to sign the WinWire Technologies standard Proprietary Information and Inventions Agreement, a copy of which will be provided to you on the date of joining. You may also be required to sign the proprietary and Inventions Agreement of our client(s), you are assigned to.



Period of Employment: Your position with the Company will be probationary from the commencement date of this agreement until the expiration of a period of 1 Year. During this period. The age of retirement shall be 58 years and on superannuation you shall be entitled to such benefits as are available under the law and or the rules framed by the Company.

Termination of employment: Company may at anytime terminate your employment by giving you two months notice in writing or by paying two months salary in lieu of notice. You may also terminate this agreement by giving two months notice in writing or by paying two months salary in lieu of notice. However, releasing you prior to the stipulated two months of notice period is at the discretion of the Company.

Your employment may be terminated by the Company without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, or are guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company so serious in nature that the terminating party could not reasonably be expected to continue the agreement for any period of time. Any one of the following shall constitute default on the part of the employee as mentioned below.

- Unauthorized absence by the employee for a period of 4 consecutive days
- Willful negligence on the part of the employee during training period/service thereafter
- Willful negligence and disobedience of the supervisor's directions/instructions
- Lack of proper attitude by the employee in the training program or during his service with the Company
- Unsatisfactory performance on the part of the employee
- · Breach of any of the terms and conditions of this agreement
- Abandonment by the employee of the training program / service of the Company

Recovery: In case you leave employment with Company without serving two months notice, you will pay or we shall have the right to deduct as liquidated damages an amount equivalent to two months salary and allowance (incase, you are currently deputed for an overseas assignment) from any amount that may be due.

In the event of separation from services of the Company, (separation can also include termination on performance grounds), within 12 months of joining, the Company has the right to recover the amount if paid to you in the form of Relocation Reimbursement/Joining Bonus or any other expenses incurred which is not part of the compensation.

Background Verification: Upon your joining, Company shall, directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. Company reserves the right to terminate without notice, the employment contract, at any point during the course of employment, if the background verification report is found incongruent with the information & credentials provided by you. Additionally, in such an eventuality, Company shall require you to refund the salary paid including employee benefits availed, if any, till such date.



Validity: This offer of appointment will not be valid and will be withdrawn under the following circumstances.

- Not reporting to work on the accepted date
- Not agreeing to execute the Employee Proprietary Information, Inventions and Non-competition Agreement
- · Unsatisfactory feedback on your credentials from any of the references furnished by you
- · Any other essential information that has been suppressed or falsely provided

Please note that individual salary is a confidential matter and not to be discussed with any other employee or 3rd Party.

Please maintain strict confidentiality of the terms and conditions of your employment. The Company takes a very serious view of such disclosures and you will be liable for disciplinary action in case of breach of this condition of service.

We take this opportunity to wish you a long and successful career with us.

For WinWire Technologies (India) Private Limited

Java.
Pavan Kumar K Associate Director-HR
Please sign a copy of this letter indicating your acceptance of the above terms and conditions of this offe and return a copy to us.
I have read and accepted this employment offer:
Date
Name:
Signature:



APPOINTMENT LETTER

December 15, 2021

Dear MANASA L,

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 10 th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12 th Standard or equivalent
 - 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

<u>ANNEXURE I</u>

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: policyclearinghouse@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 MANASA L, 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: MANASA L

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.

<u>ANNEXURE – V</u>

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 Perguisite 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

- 12/15/21, 6:32 PM
 - 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 x 20 x 2.7%* x 80% = 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 MANASA (checking the checkbox above is equ	
Registered Office:		
Wipro Limited		T:+91 (80) 2844 0011
Doddakannelli		F :+91 (80) 2844 0054
Sarjapur Road		E :info@wipro.com
Bengaluru 560 035		W :wipro.com
India		C:L32102KA1945PLC020800

21476965



* Personal and Confidential *

Mr. Yashas L

DR. AMBEDKAR INSTITUTE OF TECHNOLOGY, BANGALORE, Candidate ID: 5963691

Bosch Global Software
Technologies Private Limited,
123 industrial Layout, Hosur
Road, Koramangala, Bangalore
- 560 095, India. Tel: +91 80 6657
5757 Fax. +91 80 6657 1404 CIN:
U72400KA1997PTC023164
www.bosch-india-software.com

Our reference: TN/55810/2022 Date: 14-May-2022

Dear Mr. Yashas L,

This has reference to your application and the subsequent interviews you had with us. We are pleased to appoint you as 'Associate Software Engineer' at BGSW in "Level 50" as detailed below.

1. Compensation

- Your annual CTC (Cost to Company) will be Rs.5,00,000/- (Rupees Five Lakhs only) per annum. In addition you will be entitled to benefits as detailed below, Annexure I.
- b. Please refer to **Annexure I** to know more details about your compensation package.
- c. The variable portion of your compensation shall depends upon achievement of company goals. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus, if applicable to you.

Your remuneration is strictly confidential between you and the Company and has been arrived on the basis of your specific background and professional merit. You are obliged to maintain absolute secrecy of the terms and conditions; failure to do so will invite disciplinary action and may even result in termination of your services.

2. Retirement

You will retire from the services of the company on attaining the age of retirement. The retirement age is 58 years with an option to retire at 55 years, basis mutual discussion and agreement subject to company retirement policy.



The management reserves the right to amend the retirement age from time to time at its sole discretion, and these amendments shall be notified and binding on all Employees on the rolls of the Company with immediate effect.

3. Benefits

You will be entitled to leave benefits of Earned Leave (18 days) and General Leaves (12 days) as per the prevailing Leave policy. The company reserves the rights to alter / amend the leave rule from time to time including leave entitlements.

You will be entitled to a) Hospitalization Insurance - for self and family (for spouse and children up to the age of 23 years) b) Personal Accident Insurance - for self only c) Life Insurance - for self only.

4. Integrity

Each employee at Bosch is committed to ensure integrity in all aspects of their functioning. You are expected to comply with the policies as listed in the code of Business Conduct of the company as they form an integral part of the terms of your employment with Bosch. You are required to read and agree to the Rules & Regulations of Service and Conduct as listed in the **Annexure II**.

5. Condition of Hire

- 5.1. The assignment offered to you is on a whole time basis. You will not carry on or be concerned with any business of your own or on behalf of anyone else directly or indirectly, nor shall you take up other business or be associated with any other business with or without remuneration during the course of employment with the company.
- 5.2. In accordance with the provisions of the Companies Act 2013, you are required to disclose your relations or business connections, if any, with the Directors of this Company. You are required to furnish these details in your job application form and return to us. Further, if you have any trade or business interest with relations mentioned in **Annexure II** here-in-below and have any existing connection or future connection with the Company as suppliers, dealers, agents or contractors thereof, you are obligated to disclose such connection to the Company at the time of joining, you shall inform the management of the Company on becoming aware of any proposed transactions through such relations in the future of your employment duration.



- 5.3. This employment offer is made based on the information given by you in the BGSW application form, including but not limited to, the education/ experience certificates, medical reports and any other relevant documents submitted to us. In case company finds at any time, the information given by you is incorrect, untrue or incomplete, the company shall have the right to terminate the employment-at any time without notice or salary in lieu of notice period.
- 5.4.If the Company sends you on training including research and development activities, to another country or a place in India with a view to benefit the Company in pursuance of its business objectives, which will be at an additional cost to the Company, you agree not to accept employment in a company in competition with BGSW and / or undertake a business that is in competition with BGSW. In the event you leave the Company within **One year** after such training period as mentioned in this clause 5.2, the Company will be entitled to recover the costs from you, incurred by the Company towards such training.
- 5.5.Background Check: Company would be conducting a background and reference check of your employment details. Your appointment is contingent upon satisfactory report of the background check conducted by our company's approved agency. If the outcome of the Background verification is not satisfactory, the company has the right to withdraw this Offer of appointment without any notice or Compensation in lieu of notice at its sole discretion. This includes the right to take any appropriate action against you, including, but not limited to termination of your employment.

6. Transferability

Initially you will be posted at our "Bangalore/Coimbatore/Hyderabad/Pune" location, however you may be transferred to provide your services to any of our existing / future establishments of Bosch or at our client location situated within India or abroad depending upon the company's requirements on the same terms and conditions of this letter and any additional terms that may be applicable to you as per Company policies. In case you are deputed abroad, you will be required to fulfil the conditions regarding financial security and minimum service subsequent to such deputation as per the Company's Policy.

7. Termination

The notice period for termination of employment on either side shall be three months. Company shall have an option of making payment in lieu of notice period at its discretion.



When payment in lieu of notice is offered by the company, the notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc.

Payment in lieu of notice shall be subject to acceptance of the same by the Company considering unfinished tasks, projects on hand, work in progress, etc. You shall not be deemed to have been relieved of your services except upon issue of a letter to that effect.

8. Medical fitness

On the day or before the date of joining, you are required to furnish the required Medical fitness certificates to the Company medical doctor as mentioned in the **Enclosure A** appended to this letter.

In case of virtual on boarding, you are required to meet the Company doctor either prior or after the date of joining within 60 days of your joining for obtaining fitness certification.

9. Training Period

You will be on training for a period of 2 months from the date of your joining the organization. The company may periodically evaluate your performance during the training period. If you fail to qualify as per the minimum prescribed performance standards, the company reserves the right to decide on the continuance of your employment.

10. Acceptance and Commencement

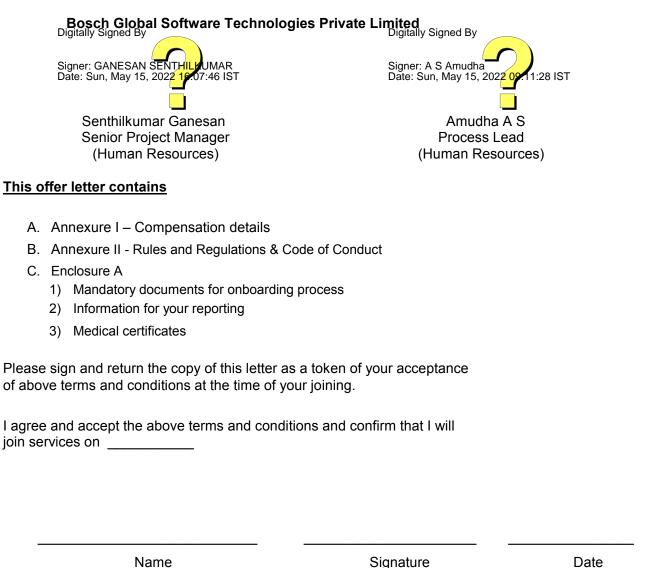
Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

To confirm your acceptance, you are requested to communicate the acceptance of this offer within 7 days from the date of receiving this letter. If you do not confirm your acceptance, this offer will be withdrawn.

Please note, you are not eligible for company sponsored accommodation, therefore, you are advised to identify your suitable accommodation facility in advance of your joining.



The terms mentioned in this offer of appointment / appointment order supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.





Annexure I

	Personal and Confidential		
			14-May-2022
	Compensation and Benefits Pla	an	
Name:	Mr. Yashas L		
Qualification:	B.E / B.Tech		
Designation:	Associate Software Engineer		
Level:	50		
	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components	<u> </u>		
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA, Co	nveyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
Gross Salary		35,586	4,27,038
Retirals / Statutory Co	ontribution		
Company Contribution	towards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic Salary)*		722	8,658
Total Retirals / Statutory Contribution		2,522	30,258
Variable Pay**			
Company Performance	e related Pay - CPrP at factor 1.0 company ac	chievement	42,704
	110 11 0	00.100	
10	tal Cost to Company	38,108	5,00,000
	tem (NPS) Optional - Company		13,200
Contribution			

The aforementioned perquisites are subject to alteration and amendment.

This is a system-generated letter. No signature is required.

^{*} Eligibility for Gratuity is as per Payment of Gratuity Act 1972

^{**} The actual variable pay amount will depend upon the company goal achievements. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus if applicable to you.



Annexure II

RULES & REGULATIONS OF SERVICE AND CONDUCT APPLICABLE IN BGSW

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Bosch Global Software Technologies Private Limited ('BGSW' or 'Company') are as hereunder: These rules and regulations of service and conduct are subject to amendments by way of notification by the management of the Company ('Management') at their discretion and shall be binding on all Employees on the rolls of the Company whenever such amendment takes place with immediate effect.

Violation of any of these Regulations or engaging in any unlawful activity may invite disciplinary proceedings including loss of pay, termination of services at the sole discretion of Management.

I RULES & REGULATIONS OF SERVICES

1. Working Hours, Holidays and Leaves

You will be governed by the company policy on working hours and holidays as applicable to your category and location of posting. You may also be required to work in shifts including night shifts to support the business requirement as and when required or to support business exigencies.

The normal working hours of day shift are from 9:00 am to 6:00 pm, from Monday to Friday every week. The Company at the start of every year releases list of paid holidays for the year.

Refer the leave policy for the details of your entitlement of the leave benefits of Earned Leave and General leave.

2. Attendance

You are required to mark your attendance daily. Non marking of attendance shall be treated as unpaid leave, unless it is regularized by following the procedure as specified.

- a) You are expected to be available in the office premises during the required hours or as intimated by the manager / department.
- b) In case you are "working from home", the guidelines for this process will be binding on you.



- c) You shall follow the working hours and system for recording attendance as specified by the Management as prescribed from time to time.
- d) You shall not absent himself without prior permission as per proper leave procedure and shall furnish valid reasons for such absence. The company reserves the right to reject the application for leave in case of any emergency. You can apply for regularization of leave, however the company shall have the right to reject such application if it is found that such reason for regularization is not genuine or that it was possible to take permission prior to absenting.
- e) You shall conduct yourself in such a manner to set an example to others especially those who report to you or colleagues working with you.

3. Basic Salary and Other Allowances, increments and Promotions

Salary is paid to associates on a monthly basis within the timelines specified by law.

The salary, allowances and entitlements are subject to changes at the discretion of the Company. Changes in your salary, level shall be notified to you. Payment of salary shall be adjusted for unpaid leaves and shall be subject to all statutory deductions.

Salary increments and promotions will be based on the company prevailing Compensation and Promotion policy.

- a) You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, the company frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions and other corporate actions. If any such action relates to your role / position, you agree to cooperate with the company and take any necessary steps to ensure a smooth transition
- b) The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times
- You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of the company
- d) Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- e) Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with the company.



4. Unauthorized absences from work

In case of any of the following situations, it shall be deemed that you have abandoned the services of the Company, which shall be treated as resignation by you without notice leading to termination of your services.

- 1) Unauthorized leave for more than seven (7) days
- 2) During transfers / deputation within India or outside India not reporting service on the date and at the location as specified by the Company
- 3) Medically unfit to resume work beyond the granted leaves

In any of the above and such similar events you shall be liable to refund the salary in lieu of shortfall in notice period and other dues, assets payable to the company, as specified.

5. Travel Policy

You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

6. Search

Employees may be frisked on their person/vehicles by the security officers at the time of their entry/exit or while in the premises. Employees shall co-operate with the security officers.

All employees are liable to be searched by the Security Staff or by any other authorized person at the main entrance of the Establishment and at any other gate or any part of the Establishment' premises at any time.

The Management has the right to search employees as and when they so decide and at such times, you shall freely allow themselves as well as their vehicles to be searched.

7. Identity Card

You will be provided with a photo identity card which shall be required to enter the Company's premises and is required to be displayed while being inside the premises of the Company.

Identity cards are personal to the employees and are not to be handed over to anyone else. Identity cards are also used for marking presence/ attendance. Incase if any other person enter the premises, unauthorized, you shall be liable for all the consequences including termination of services.



In case of loss of Identity Card, employee shall report the same forthwith to the Company and obtain another card on payment of such charges may be specified.

8. Misconduct

Associates are expected to treat other associates and conduct themselves with dignity.

Without being exhaustive, the acts of Misconduct shall include but not be limited to insubordination, non-performance of assigned duties and responsibilities, theft, fraud, dishonesty, habitual absence, neglect of work, misappropriation of company funds / property, tampering of Company records, habitual indebtedness, drunkenness, disorderly behavior, acts subversive of discipline, conduct detrimental to the interest of the company, sexual harassment, work place harassment, breach of (a) rules and regulations of service and conduct (b) terms and conditions of the employment offer letter and or (c) Bosch code of conduct.

If at any time, you are found to be guilty of any misconduct, the Management may impose the following disciplinary actions as deemed appropriate:

- Suspension for a period not exceeding 15 working days and or
- Withhold increment and/or reduce the consolidated salary or
- Dismissal from services, without any notice or compensation in lieu of notice and in such a case, the services you shall come to an end and stand terminated with effect from the date of dismissal.

The company shall have the right to impose any other punishment as deemed fit which would be proportionate to the misconduct committed.

9. Retirement Age:

Employee shall retire from services of the Company on the last working day of the month in which he/she attains the age of 58 years with an option to retire at 55 years, basis mutual discussion and subject to company retirement policy. However, you may be retired at any stage before Fifty Eight Years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or are not able to perform given work. Age of 58 years will be determined as per the age/date of birth recorded in the company's records. Employee shall not be allowed to seek for modification of date of birth under any circumstances once the same is entered in the service records after appointment.



10. Illicit gain, bribery etc.

You shall not:

- a. Promise or grant to the business partner any advantage in return of any favor or preferential treatment for the placing of orders or supply of goods and services to the Company.
- b. Demand, accept the promise of or accept an advantage for himself, his family or third party including any preferential allotment of shares and securities of the business partner or its associate in return for preferential treatment to the business partner for placing of orders or supply of goods and services to the Company.

11. Relation with suppliers and customers, consultants, agents etc.

Suppliers and customers shall be selected on competitive basis following the comparison of price, quality, performance and suitability of the products or services offered and shall be treated in a just and fair manner. Commissions and credits to representatives, consultants, agents, authorized dealers etc. must be reasonable and justified related to the services rendered by them.

No supplementary agreement shall be entered into for favoring person in connection with the negotiation, award, supply, processing and payment of orders. Employees who indulge in any corrupt behavior or allow themselves to be influenced by customers or suppliers to any corrupt behavior will render themselves liable for disciplinary action or even termination of employment without notice.

12. Non-divulgence of Trade Secrets, etc.

a) Confidentiality

You shall observe confidentiality in respect of all confidential information received orally, in writing or otherwise by the company including from all stakeholders (e.g. customers, suppliers, service providers etc.). You shall use confidential information only for the purpose of discharging his duties and functions in relation to the company's business.

You shall ensure that confidential data is handled as per Company procedures (e.g. encryption, access protected, etc.).



You shall also maintain confidentiality of the information as described herein after he ceases to be in employment and shall not divulge, disclose or impart to any person / organization / employees who are not required to receive such information for discharging their duties, any trade secret, confidential data, proprietary information received from customers or any information concerning the business / finances of the Company or any dealings, transactions of affairs of the Company which come to his knowledge during or in the course of his employment.

Employee, during severance of services from the Company, is not authorized to carry any data, information of the Company. Employee shall not transfer, copy any data, information about the business of the Company in any personal device. During the severance process, Employees are expected to handover all the data, information about the Company in their possession to their supervisor without deleting or destroying any part of it.

b) Employees are restricted from copying or removing any confidential / proprietary information of the company or received from customers outside the company premises without prior permission from the Department Head.

13. Use of Bosch Assets & Information Systems

Every employee shall use Bosch assets and other IT - equipment for official business purposes of the Company only.

Bosch Information systems are made available to the employee as a Bosch resource.

You shall

- Use Bosch Information Systems (e.g. Information Technology and Communication hardware, software, data, E-mail, internet, intranet services etc.) for business purposes only
- b) Secure Bosch provided Laptops and any other mobile IT-end devices against loss or theft
- Not connect personal mobile or IT-end devices (e.g. Memory sticks, smart phones, cameras,
 Tablets etc.) to Bosch systems - not even for power charging (even if the USB port is disabled)
- d) Not access, download, upload, store, send, forward, distribute, post:
 - Content of pornographic or unprofessional nature, which promotes crime, violence, discrimination or racism which could offend, humiliate or intimidate



- 2) Information, unauthorized software, freeware or contents that do not promote the company's interests and objectives
- Non-Bosch-relevant information such as music and videos (storage of such contents on servers and end devices is forbidden)
- 4) Company information on any website including social media (e.g. Facebook, Twitter, Whatsapp etc.) without appropriate authorization
- e) Not forward or act on unsolicited data (e.g. Chain letters, junk e-mail or spam), the contents of which in his opinion may breach the terms of these conditions; if any such information be received, it must be reported immediately and effectively deleted.
- f) Not install unauthorized / pirated software on any part of Bosch's Information System.
- g) Employee shall not use the Bosch IT equipment for illegal copy or exchange of copyrighted information and legally protected licensed Software.
- h) Not disable password protection for screen savers or override default settings (e.g 'increase wait time').
- i) Access internet only through Bosch Corporate Network firewall systems. Direct connection of workstations to internet, external networks via ISDN, modem, radio, and wireless is prohibited. Suitable precautions must be exercised by RASVPN users with authorization for simultaneous port connections. On internet, access trustworthy websites and for business purposes only (e.g. do not click on pop up URLs)
- j) Promptly complete all training modules related to Data Protection and Information Security as assigned periodically by the reporting manager or as part of mandatory training – this will enable you to fulfil his responsibility towards safeguarding the Confidentiality, Integrity, Availability, Legality and Data Protection of the business information as well as personal data he is entrusted with towards the discharge of duties at all times (irrespective of location of work – whether on premises, at home or on business travel).
- k) Ensure compliance with legislative, regulatory and contractual requirements when there is uncertainty about applying these conditions, you must seek immediate clarification from the department Data Protection and Information Security Partner (DSP) or the reporting manager.

Where there is uncertainty to the application of these conditions, employee shall seek immediate clarification from the concerned and shall act accordingly. Generally, the Company will address a breach of these conditions via education and counseling. However, the company may consider a serious or intentional breach by an employee as serious misconduct and under such circumstances termination shall be without any notice or pay in lieu thereof.



The company reserves the right to monitor data transmitted / stored by you and act on the breaches of this agreement, including disciplinary action.

14. Intellectual Property Rights

You hereby agree and confirm that all works involving any invention, development, improvement in product, process created, developed by you either alone or in collaboration with any other associate, during the course of your employment with the Company ('IP') shall be owned by the Company exclusively.

Company may require you to execute such documents as may be prescribed to fully assign the ownership and rights in the IP to the Company as may be required under specific laws, which you hereby agree to execute without any demur or reservation. Unless Company decides otherwise on a case to case basis, salary paid to you shall be deemed as adequate consideration for the assignment.

II. RULES OF CONDUCT

The position which you occupies in the Company makes it obligatory on his part to conduct himself in such a manner that the Company's fair name and image in all spheres of life and in the community at large are maintained. The Management expects that you will serve the Company with zeal and diligence to promote the mutual interests of the Company and the employee.

It shall therefore, be the endeavor of you to ensure that his conduct and behavior even outside the Company are such that they do not affect his or the Company's reputation.

Any act of misbehavior involving moral turpitude on the part of the employee even outside the Company, will have a bearing on the Company's standing in the community.

1. Adherence to Law

In case of commission of any unlawful act by you, which in the reasonable assessment of the Management may bring disrepute to the Company, Company may cause termination of your employment contract without any notice/severance pay.



The Company follows the principle that all dealings, measures, contracts, etc., should be strictly lawful and its employees are bound to observe the same principle.

It is also not permissible for anyone in the Company to assist a third party in any unlawful dealings.

The Company will in no circumstances protect or assist the employee in a prosecution launched against him for any breach or violation of any Law or Regulation and the company shall not be responsible for any illegal act of the employee.

You warrant that you are not prevented by a court or by any other administrative or judicial order from providing, the services required under this agreement. You are also required to keep our HRL department informed about any court case pending against you, in any court in India or abroad. You shall also inform the company at the time of joining any case that is pending to which you are a party.

2. Political and Communal Activities

The Company expects you to refrain from involving self in controversial spheres like political parties, communal organizations, etc. You are, of course, free to have his own political and communal ideologies but active involvement in this field is considered inadvisable by the Company, as the personal opinion of the employee may be construed as the opinion or the ideology of the Company with which he is associated. Therefore, it is imperative that the employee keeps away from active political life while in the service of the Company. Company does not endorse any particular political, communal views. Employees shall refrain from using Company's assets, platform to air their personal political, communal affiliations, views.

3. Accepting Gifts, Presents / Invitation to Parties and private Functions

You shall refrain from accepting any gifts or favours in cash or kind, from any vendors, suppliers, business associates, partners of the Company. In case you are "accepting gifts", the guidelines for this process will be binding on you.



Many suppliers, customers and other parties with whom the Company has business connections, may not only invite the employee to private functions like weddings, house-warming ceremonies, etc., but also offer to pay fares or provide transport for the journey involved in connection with the function and look after the employee's boarding and lodging. In addition, you may also be given gifts, which may be handsome and lavish.

To accept such invitations or gifts, particularly at the cost of the host, will have negative consequences for the Company affecting the image of the Company and as one cannot be selective in such matters, without offending others, it will be impossible to accept all such invitations.

The host may in return expect a favor from the employee or the intention may be to use you to indirectly influence a decision of the Company, in which the host is interested.

Whatever may be the intention of the host and in whichever form the reward is made, you shall refrain from accepting such invitations or presents.

4. Non-discrimination

The company believes in providing equal opportunity for employment and business relation regardless of gender, nationality, ethnic origin, race, colour, religious and political beliefs. You shall, in the discharge of his duties abide by and uphold this principle of non-discrimination and equal opportunity

III. GENERAL

The Management reserves the right to amend the "RULES & REGULATIONS OF SERVICE AND CONDUCT" from time to time at its sole discretion.

Your agreement as below supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.



From: Name: Emp No: DoJ: Dept:
To:
ROBERT BOSCH ENGINEERING AND BUSINESS SOLUTIONS PRIVATE LIMITED
Dear Sir/Madam,
I acknowledge receipt of:
"RULES & REGULATIONS OF SERVICE AND CONDUCT".
I agree to abide by the Terms and Conditions contained in the "RULES & REGULATIONS OF SERVICE AND CONDUCT".
Yours faithfully
Date :
Place :



MANDATORY JOINING REQUIEMENTS AND DOCUMENTS

Enclosures A:

- 1) Mandatory documents for onboarding process
- 2) Information for your reporting
- 3) Medical certificates

Please carry the following documents on the day of your joining:

- 1) Originals of following mandatory documents for verification process
- Education Certificates : Degree certificate (Degree / Master Degree)
- Age Proof SSLC Marks sheet ,Passport copy or Aadhar copy
- Provisional Certificate & Course Completion Certificate (only when degree certificate is not available)
- Relieving letter & Experience/Service Letter from your current employer along with photocopy of the document, if the same is not uploaded in the 'First step' tool
- ID proof document: PAN Card, Aadhaar Card, Voter ID/Driving License, Passport
- Two set of photo copies of Aadhaar and Pan Card Aadhaar is for PF Record
- Cancelled cheque leaf.
- If you are covered under, ESIC Two post card size full photos of your family (Applicable for associates whose monthly Gross Salary is less than Rs.21,000/- (Mandatory)

Note: Submission of above documents is mandatory for your joining at BOSCH



2) Information for your reporting

Particulars	Address	Contact details	
On boarding at the Company location	Bosch Global Software Technologies Private Limited #123, Industrial Layout, Hosur Road, Koramangala, Bangalore - 560 095, India.	Ban- Poornima H R (GS/HRS23-IN) +916366906578	
	Cob : Bosch Global Software Technologies Private Limited	Sathish B	
	BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village	(GS/HRS23-IN) +91 4226677602	
	Coimbatore, Tamil Nadu - 641 035		
Virtual on boarding	Skype link will be shared a day before the on boarding day		

You may please reach out to the contact mentioned above between 9.00 am and 6.00 pm, Monday to Friday for any queries prior to your joining.

3) Medical Fitness Certificates

Please submit the following documents in FIRSTSEP TOOL before your joining:

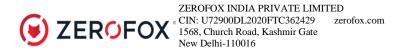
Particulars	Details
Preliminary Medical Check (PMC)	Update by self
Physical Fitness Certificate (PFC)	Consult physician to update the form
Eye Fitness Certificate (EFC)	Consult Ophthalmologist to update the form
Pre-employment check	Consult physician/hospital for specified tests



Following Medical, report should be submitted in Firststep tool (given in the table below) as per the age wise requirements.

Joining Age in years	>20 to 30	>31 to 40	>41 and above
Report/ Medical Tests	1. CBC with ESR 2. PMC- self declaration web application form (ref. first step) 3. Chest X ray PA View 4.PFC-General Physician 5.EFC- Ophthalmologist	1. CBC with ESR, FBS, PPBS, RBS, Serum Creatinine, Urine Routine Examination 2. PMC- self 3. Chest X ray PA View 4.PFC-General Physician 5. EFC-Ophthalmologist 6. ECG	1. CBC with ESR, FBS, PPBS, RBS, Serum Creatinine, Lipid Profile, Urine Routine Examination 2. PMC- self 3. Chest X ray PA View 4. PFC- General Physician 5. EFC- Ophthalmologist 6. ECG 7. Echo & TMT

Note: Submission of above documents in FIRSTSTEP TOOL is mandatory before your joining at BOSCH.



Strictly Private and Confidential

Date: 14 January 2021

OFFER LETTER

Mr. Yeshwanth Kumar V #29, 8th Cross 'C' Block Magadi Road Bengaluru Karnataka 560023

Dear Mr. Yeshwanth Kumar V,

Subject: Offer of Appointment as Platform Data Specialist

We are pleased to offer you the position of Platform Data Specialist in the Grade of M0 at ZeroFOX India Private Limited, a subsidiary of ZeroFOX, Inc., ("ZeroFOX" or the "Company") with effect on and from 1st February 2021 ("Effective Date") at the office located in Bangalore.

Your employment is subject to the terms and conditions that follows in this Offer Letter and applicable Company Policies, copies whereof will be provided at the time of joining the Company.

All terms and conditions of your employment with the Company will be explained in detail in the Employment Agreement, which shall be handed over to you following your acceptance of this Offer.

This Offer Letter shall be read as part and parcel of the Employment Agreement and the Non-Disclosure Agreement which shall be duly executed by you and the Company subsequent to acceptance of this Offer Letter and prior to commencement of employment at the Company.

BACKGROUND VERIFICATION:

You shall be required to submit photocopies of the documents detailed in **Annexure 1** attached hereto along with original certificates for verification. Please note that this offer is provisional and is subject to satisfactory completion of verification and/or background check and/or reference check, which may occur at any time post the Effective Date. Based on the results of your background and/or reference checks, ZeroFOX reserves its right to withdraw this offer at any time prior to acceptance and/or terminate your employment post acceptance of the offer.

REMUNERATION AND BENEFITS

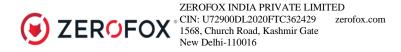
Annual Fixed Compensation:

Your Annual Fixed Compensation will be INR 260,000.00 per annum (the "Annual Fixed Compensation"), less statutory deductions and other required withholdings, payable in twelve monthly equal instalments at the end of each calendar month in accordance with the Company Policy. A detail breakdown of your Annual Fixed Compensation is stated in the enclosed Annexure 2 attached hereto.

Annual Bonus:

As part of this offer, your Annual Incentive Compensation is projected to be **INR 10,000.00**, paid quarterly in arrears, and is based on meeting performance criteria. The Company reserves its right to modify and/or withdraw the Annual Bonus based on your performance.

All other statutory benefits and employee benefits will be applicable to you in accordance with the Company Policy and extant laws.



OFFER CONDITIONAL

This offer is made on the express understanding that you are not under any obligation to any other person or entity that would interfere or conflict with you assuming the responsibilities and providing the services set out in this employment agreement. This Offer Letter is conditional upon a background check satisfactory to ZeroFOX and you hereby provide your consent to undergo such background check as deemed fit by ZeroFOX.

If the background check is unsatisfactory to ZeroFOX this offer will be revoked without notice or pay-in lieu in accordance with applicable laws.

ACCEPTANCE OF THIS OFFER

By accepting this offer, you expressly agree that you will join the Company on Effective Date or such other date, as agreed to in writing by the Company and expressly confirm in writing to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties towards the Company. Any request for change in date of joining must be sent to us at least 15 (fifteen) days prior to the Effective Date.

Please communicate your acceptance of this offer by signing this Offer Letter and handing over the duplicate within 7 (seven) days from the receipt thereof. If you fail to send your acceptance within 7 (seven) days, or fail to join the Company on the date communicated to you, or if the Company is unable to set an alternative date of joining, the offer shall stand automatically withdrawn. Your employment with the Company will be subject to submission of duly signed documents as may be intimated by the Company within 7 (seven) days from the date of receipt of this Offer Letter.

Your Offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right, at its sole discretion, to revoke the Offer.

ZeroFOX is very pleased that you will be joining the team in this capacity and equally confident that you will find your new responsibilities both challenging and rewarding. To accept this opportunity, please sign, date and return the attached duplicate copy of this Offer Letter as a token of your acceptance of the Offer and confirmation that you have read this Offer Letter and agree that it accurately reflects our previous verbal discussions.

Yours faithfully,

For ZeroFOX India Private Limited

DocuSigned by:

Authorized Signatory & Chief Finance Officer

I hereby confirm that I understand and voluntarily accept the terms and conditions as set out in this Offer Letter.

Acceptance:

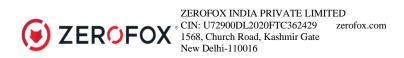
Candidate Signature:

DocuSigned by:

Date: 1/15/2021

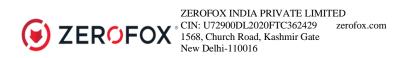
Candidate Name: Yeshwanth Kumar

Date of Joining: 1 February,



Annexure 1 Documentation for Verification

- Copy of PAN Card, AADHAAR Card and/or Passport;
- Proof of present address and permanent address;
- Copy of Degree/PG/Diploma Certificate;
- Curriculum Vitae;
- No Objection Certificate, Relieving Letter, Payslips from the former employer, if any.



Annexure 2 Annual Compensation

Candidate Name	Yeshwanth Kumar V
Designation	Platform Data Specialist
Date of Joining	1 February, 2021
Department	Technology
Location	Bangalore, India

SI. No.	Particulars	Optional	Annual [INR]	Monthly [INR]
	Annual Bonus (As defined under the Annual Bonus	Yes	10,000.00	833.00
	Section)	res	10,000.00	055.00
	Annual Fixed Compensation		260,000.00	21,667.00
	Annual Fixed Compensation Break Up			
1	Basic Salary		180,000.00	15,000.00
2	House Rent Allowance		43,404.00	3,617.00
3	Special Allowance		-	-
	Flexi Benefit Plan:			
1	Leave Travel Allowance	Yes	_	-
2	Telephone and Internet Reimbursement	Yes	-	-
3	Training and Development	Yes	-	-
	Statutory Benefits:			
1	PF Employer Contribution	Yes	21,600.00	1,800.00
2	Interim Statutory Bonus	Yes	15,000.00	1,250.00
	Deductions			
1	PF Employer Contribution		21,600.00	1,800.00
2	PF Employee Contribution		21,600.00	1,800.00
3	Professional Tax		2,400.00	200.00
4	Labour Welfare Fund		-	-
5	Tax Deducted at Source		-	-
	Total Deductions		45,600.00	3,800.00
	Net Take Home		214,408.00	17,867.00



Offer: Computer Consultancy

Ref: TCSL/CT20172197993/Bangalore

Date: 15/09/2018

Ms. Sudhaknaidu Lakshmi Pg, 5th Main Road, 1st Main, 1st Cross, MallathahalliNagarbhavi Road, Near Bda Complex, Bangalore-560056, Karnataka. Tel# 91-9114245646

Dear Sudhaknaidu,

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 ₹3,36,875/- per annum, as per the terms and conditions set out herein. 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 48 hours, 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 issued a joining letter indicating the details of your joining date and initial place of posting. 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.

TCS Confidential TCSL/CT20172197993



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹10,200/- 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 ₹4,080/- 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. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹6,270/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. 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.

TCS Confidential TCSL/CT20172197993



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 Initial Learning 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.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL,

TCS Confidential TCSL/CT20172197993



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 expense-s towards professional membership as per TCSL's policy.

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

TCS Confidential TCSL/CT20172197993



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 in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination 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. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

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. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning 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

TCS Confidential TCSL/CT20172197993



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 10 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 ILP 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 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

TCS Confidential TCSL/CT20172197993



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

14. Notice Period

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory, TCSL may terminate your services by giving

TCS Confidential TCSL/CT20172197993



notice as mentioned herein above.

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.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- 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.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a

TCS Confidential TCSL/CT20172197993



Postgraduate)

- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- -An affidavit/notarised undertaking 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 release letter from your previous employer

The original documents will be returned to you after verification.

20. Initial Learning Programme (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) 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.

If you remain unauthorizedly absent for a consecutive period of 10 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 ILP trainees without any further intimation/separate communication to you.

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.

TCS Confidential TCSL/CT20172197993



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.

TCS Confidential TCSL/CT20172197993



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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCSL Centres

Annexure 3: Confidentiality and IP Terms



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



GROSS SALARY SHEET

Annexure 1

Name	Sudhaknaidu
Designation	Assistant System Engineer-Trainee
Institute Name	Dr Ambedkar Institute Of Technology,Bangalore

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
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	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875

[#] 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.

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

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	6,270	75,240
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

^{*} Amount depicted will be paid-out on a quarterly basis upon successful completion of the Initial Learning Programme.

^{**}The Performance Pay is applicable upon successful completion of the Initial Learning Programme.

^{***} 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.



Annexure 2

Regional Offices

	T
Ahmedabad Lead -Talent Acquisition Tata Consultancy Services Infocity, Info Tower 1, 5 th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601	Bangalore Lead -Talent Acquisition Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114
Chennai Lead- Talent Acquisition Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555	Delhi Lead-Talent Acquisition Tata Consultancy Services 5 th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735
Hyderabad Lead-Talent Acquisition Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222	Kolkata Lead-Talent Acquisition TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax: 033 - 6653 0003
Lucknow Lead -Talent Acquisition Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001	Mumbai Lead-Talent Acquisition Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190
Pune Lead-Talent Acquisition Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 - 66087777 Fax: 020 - 66087107	Thiruvananthapuram Lead - Talent Acquisition Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499



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 Retainer/Consultant 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 Retainer/Consultant in the course of or in connection with or arising out of the Retainer/Consultant'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 Retainer/Consultant 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 Retainer/Consultant.



2. Retainer/Consultant's Obligations

Retainer/Consultant agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. The Retainer/Consultant 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 Retainer/Consultant-ship, the Retainer/Consultant 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

The Retainer/Consultant 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 Retainer/Consultant shall have no right title or claim of any nature whatsoever in the Confidential Information. The Retainer/Consultant 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 the Retainer/Consultant 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 the Retainer/Consultant 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, the Retainer/Consultant shall execute from time to time, during or after the termination of his or her Retainer/Consultant-ship, 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 filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but the Retainer/Consultant shall co-ordinate in filing and / or prosecuting any such applications. The Retainer/Consultant hereby expressly waives any "artist's rights" or "moral rights", which the Retainer/Consultant might otherwise have in such intellectual property rights.



4. Prior knowledge

The Retainer/Consultant 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. The Retainer/Consultant 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

The Retainer/Consultant 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

The Retainer/Consultant 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 Retainer/Consultant's Rights

The Retainer/Consultant 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 engagement 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 the Retainer/Consultant 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 Retainer/Consultant of the Confidential Information.



9. Equitable Rights

The Retainer/Consultant acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Retainer/Consultant is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Retainer/Consultant that the disclosure, distribution, dissemination and / or release by the Retainer/Consultant of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Retainer/Consultant 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. The Retainer/Consultant 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 the Retainer/Consultant 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.

TCS Confidential TCSL/CT20172197993



- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.



Offer: Computer Consultancy

Ref: TCSL/CT20192648708/Bangalore

Date: 13/09/2019

Mr. Prajwal N 30094th A Main C Block, Hombegowda College, Gayathrinagar-560021, Karnataka. Tel# 91-9481036782

Dear Prajwal N,

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 ₹3,36,875/- 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 &

TCS Confidential TCSL/CT20192648708

TATA CONSULTANCY SERVICES



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 ₹10,200/- 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 ₹4,080/- 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. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. 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

TCS Confidential TCSL/CT20192648708



amount between the components as per your tax plan, once you join TCSL.

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).

TCS Confidential TCSL/CT20192648708



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.
- 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.

TCS Confidential TCSL/CT20192648708



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.

TCS Confidential TCSL/CT20192648708



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.

TCS Confidential TCSL/CT20192648708



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 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

TCS Confidential TCSL/CT20192648708

TATA CONSULTANCY SERVICES



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 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

TCS Confidential
TCSL/CT20192648708
TATA CONSULTANCY SERVICES



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.

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

TCS Confidential TCSL/CT20192648708



documents

- *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.

TCS Confidential TCSL/CT20192648708



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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms

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



GROSS SALARY SHEET

Annexure 1

Name	Prajwal N
Designation	Assistant System Engineer-Trainee
Institute Name	Dr Ambedkar Institute Of Technology,Bangalore

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
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	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875
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.

^{****} 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	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

TCS Confidential TCSL/CT20192648708

^{*} Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

^{**}The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

^{***} 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.



Annexure 2

Ahmedabad Lead – ILP Tata Consultancy Services Limited, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore Lead - ILP Tata Consultancy Services Limited, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR Lead – ILP Tata Consultancy Services Limited, Barabati, IRC Block, Ground Floor, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai Lead – ILP Tata Consultancy Services Limited, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan Lead - ILP Tata Consultancy Services Limited, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida Lead - ILP Tata Consultancy Services Limited, 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 Lead – ILP Tata Consultancy Services Limited, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006,Assam	Hyderabad Lead - ILP Tata Consultancy Services Limited, Q City, Nanakramguda, Hyderabad,
INDORE Lead - ILP Tata Consultancy Services Limited, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA Lead - ILP 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 Lead - ILP Tata Consultancy Services Limited, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI Lead - ILP Tata Consultancy Services Limited, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR Lead - ILP Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE Lead - ILP Tata Consultancy Services Limited, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum Lead – ILP Tata Consultancy Services Limited, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581	



Annexure 3

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.



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 filling 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.



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.



- (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.



Ref: TCSL/CT20192649382/1293432/Bangalore

Date: 16 July 2020

MR. KISHAN G #G002 , " Mbm Residency " 1st Main , Simha Colony , Doctor'S Layout, Chikkalsandra, Near Brigade Appts, Bengaluru, Karnataka-560061. Tel# 918884093119

Sub: Joining Letter

Dear Mr. Kishan G,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be 03rd August 2020 and your training location is Bangalore. We are pleased to inform you that your work location is BANGALORE and your stream is IT. This has been provided considering your preference and business requirements.

Kindly report at the address shared below by 08:30 AM on the date mentioned above.

Tata Consultancy Services

Gate 1 No 42.

Think campus Electronic City phase II, Karnataka,

Bangalore, Karnataka-560100.

(Route map of the TCS Xperience Program Center can be viewed on TCS NextStep>> ILP Corner>>ILP Centres)

Contact Person: Ms. Sarita Patil

Phone: 9108067242000 Email Id: sarita.patil@tcs.com

(Contact Hours: Monday - Friday, 9 AM to 6 PM)

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

Based on your performance and number of attempts to clear the TCS Xplore Program, you are eligible for both Readiness Incentive of **INR40000** and Competency Incentive of **INR20000**. Your incentive will be given along with your salary.

Note:

- If you do not join the organization on the specified date, you will be eligible only for Competency incentive and not for the Readiness incentive.
- Readiness incentive will not be given if a request for re-joining is initiated by you. :
- You need to serve minimum tenure (12 months from the date of joining) with the organization. If you do not serve the minimum tenure mentioned above, the incentives provided will be recovered.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

Your TCS Xperience Program location would be the same as your base branch and hence this program will be conducted as a non-residential program at the said location. You are advised to make your own arrangements for accommodation and transport. Travel expenses to the location of TCS Xperience Program will not be reimbursed.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.



Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.

We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S

Global Head - Talent Development



<u>Click here</u> or use a QR code scanner from your mobile to validate the joining letter



Offer: Computer Consultancy

Ref: TCSL/CT20192760768/Bangalore

Date: 13/09/2019

Ms. Chandrakala C #378/2 Vibuthipura Main Road Hal PostVibuthipura, Hal, Banglore-560017, Karnataka. Tel# 91-7975330520

Dear Chandrakala C,

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 ₹3,36,875/- 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 &

TCS Confidential TCSL/CT20192760768

TATA CONSULTANCY SERVICES



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 ₹10,200/- 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 ₹4,080/- 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. Personal Allowance

You will be eligible for a monthly personal allowance of of ₹7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. 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

TCS Confidential TCSL/CT20192760768



amount between the components as per your tax plan, once you join TCSL.

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).

TCS Confidential TCSL/CT20192760768



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.
- 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.

TCS Confidential TCSL/CT20192760768



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.

TCS Confidential TCSL/CT20192760768



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.

TCS Confidential TCSL/CT20192760768



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 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

TCS Confidential TCSL/CT20192760768

TATA CONSULTANCY SERVICES



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 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

TCS Confidential TCSL/CT20192760768

TATA CONSULTANCY SERVICES



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.

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

TCS Confidential TCSL/CT20192760768



documents

- *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.

TCS Confidential TCSL/CT20192760768



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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms to validate the offer letter



Click here or use a QR code scanner from your mobile



GROSS SALARY SHEET

Annexure 1

Name	Chandrakala C	
Designation	Assistant System Engineer-Trainee	
Institute Name	Dr Ambedkar Institute Of Technology,Bangalore	

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
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	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,875
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.

^{****} 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	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
GROSS BOUQUET OF BENEFITS	13,000	1,56,000

TCS Confidential TCSL/CT20192760768

^{*} Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

^{**}The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

^{***} 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.



Annexure 2

Ahmedabad Lead – ILP Tata Consultancy Services Limited, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore Lead - ILP Tata Consultancy Services Limited, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka	
BUBANESHWAR Lead – ILP Tata Consultancy Services Limited, Barabati, IRC Block, Ground Floor, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai Lead – ILP Tata Consultancy Services Limited, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119	
DELHI – Gurgoan Lead - ILP Tata Consultancy Services Limited, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida Lead - ILP Tata Consultancy Services Limited, 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 Lead – ILP Tata Consultancy Services Limited, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006,Assam	Hyderabad Lead - ILP Tata Consultancy Services Limited, Q City, Nanakramguda, Hyderabad,	
INDORE Lead - ILP Tata Consultancy Services Limited, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA Lead - ILP 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 Lead - ILP Tata Consultancy Services Limited, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI Lead - ILP Tata Consultancy Services Limited, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane West, Thane, Maharashtra - 400606	
NAGPUR Lead - ILP Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE Lead - ILP Tata Consultancy Services Limited, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra	
Trivandrum Lead – ILP Tata Consultancy Services Limited, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581		



Annexure 3

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.



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 filling 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.



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.



- (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.



Offer: Computer Consultancy

Ref: TCSL/CT20203087387/Bangalore

Date: 09/01/2021

Ms. Deepika S #53Opp Jayamala Estate,Narayanappa Palya, Dasanpura, Bangalore-562162, Karnataka. Tel# 91-9019977192

Dear Deepika S,

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. 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 &

TCS Confidential TCSL/CT20203087387

47 4 4 7 5

1

TATA CONSULTANCY SERVICES



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.

TCS Confidential TCSL/CT20203087387



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:

TCS Confidential TCSL/CT20203087387



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.

TCS Confidential TCSL/CT20203087387



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.

TCS Confidential TCSL/CT20203087387



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

TCS Confidential TCSL/CT20203087387

TATA CONSULTANCY SERVICES



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.

TCS Confidential TCSL/CT20203087387

7

TATA CONSULTANCY SERVICES



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

TCS Confidential
TCSL/CT20203087387

TATA CONSULTANCY SERVICES



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

TCS Confidential TCSL/CT20203087387



- *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.

TCS Confidential TCSL/CT20203087387



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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres

Annexure 3: Confidentiality and IP Terms



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



GROSS SALARY SHEET

Annexure 1

Name	Deepika S	
Designation	Assistant System Engineer-Trainee	
Institute Name Dr Ambedkar Institute Of Technology,Bangalore		

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.

^{****} 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

^{*} 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.



Annexure 2

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI - Curren	DELHI – Noida
DELHI – Gurgoan TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park -
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	Timperiod Timoe in Taine Till 2007 priminal delitta
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	



Annexure 3

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.



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 filling 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.



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.



- (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.



Ref: TCSL/CT20203095027/1417244/Bangalore

Date: 21 July 2021

MR. JAGRUTH S #129, 1 St Block, 1 St Floor 3 Rd Stage, Sathyanarayana Layout, Basaveshwaranagar, Bangalore North, Karnataka-560079.
Tel# 916363945068

Sub: Joining Letter

Dear Mr. Jagruth S,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **19th August 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S

Global Head - Talent Development



<u>Click here</u> or use a QR code scanner from your mobile to validate the joining letter



Ref: TCSL/CT20203102330/1417839/Bangalore

Date: 21 July 2021

MS. TEJASWINI B L Bidalur null, Nelamangala Taluk, Bangalore rural, Karnataka-562132. Tel# 919071183642

Sub: Joining Letter

Dear Ms. Tejaswini B L,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **19th August 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S

Global Head - Talent Development



<u>Click here</u> or use a QR code scanner from your mobile to validate the joining letter



Ref: TCSL/CT20203103848/1417846/Bangalore

Date: 21 July 2021

MS. SINDHU SADANAND NAGAJJANAVAR D/O Sadanand Nagajjanavar Kamatigeri Street Hanagal, Hanagal, Hanagal, Karnataka-581104. Tel# 919535348385

Sub: Joining Letter

Dear Ms. Sindhu Sadanand Nagajjanavar,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **19th August 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S

Global Head - Talent Development



<u>Click here</u> or use a QR code scanner from your mobile to validate the joining letter



TATA CONSULTANCY SERVICES LED SPECIAL ECONOMIC ZONE - SIRUSERI

CHENNAI - 603103



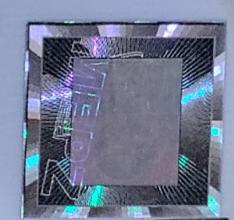
DEEPALI G BHAT

1588864

Tata Consultancy Services Limited

Valid upto: 31" December

2021



16625

Issuing Authority - TCSL Siruseri SEZ



Deloitte Consulting India Private Limited

Building No.5, Tower 1, Block C1, 77 Degree Town Centre, Survey No.123, 132/2, 133/2, 133/3 and 136/1, Amani Bellandur Khane Village, Varthur Hobli, Bengaluru Rural, Karnataka – 560037

Tel: +91 080 6755 5000/ +91 080 6755 4000 www.deloitte.com

Mr. Madhusudhan N No.88, 1st main, VS garden,JJR nagar, Bangalore - 560018

Dear Madhusudhan N

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to inform you that we are extending an offer as an **Intern-Analyst** for a period of **One year** and we are excited with the prospect of you joining our organization on **May 03, 2021**. The Deloitte U.S. India ("USI") **Intern-Analyst** Training program is for a duration of **One year** beginning **May 03, 2021** to **May 03, 2022**. At the end of this duration of **Intern-Analyst** Training, you may be confirmed with an offer of employment as an **Analyst**, subject to successful completion of the training and related performance requirements during your Internship training period, unless extended or terminated earlier by you or the Employer in writing in accordance with the terms of your employment, including the terms and conditions as detailed in **Annexure B**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your Internship, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

Your Intern-Analyst training with Deloitte Consulting India Private Limited (the "Employer" or "Company") will be located in Bengaluru.

During this period, you will be receive an Annual stipend of **Rs.2,50,008/-**, divided and paid in twelve monthly instalments after due deductions of TDS. You will receive a joining bonus of **Rs.70,000/-** at the time of joining. On successful completion of training, you will be paid a training bonus of **Rs.75,000/-** along with your first salary as a confirmed employee as an Analyst. You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, subject to the applicable taxes, policies and practices of the Employer.

In addition, you will receive a one-time payment of **Rs.20,000/-** towards your travel and relocation as applicable under the policies.

Your Intern-Analyst trainee period with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") require their personnel to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte U.S. India provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited

Best regards,

— DocuSigned by: Tamoha Sengupta —85412A9E14AB4F4...

Authorized Signatory

	Acceptance
I, $\mathbf{Madhusudhan}\ \mathbf{N}$, hereby accept the term	and conditions of this Intern-Analyst offer. Please sign and date
your Acceptance	
DocuSigned by: 1 Madhumbba 57A3C91F781C4DC	
Signature	Date

CONFIRMATION PAGE

The undersigned hereby confirms that he/she has signed and accepted the **Annexure B**, Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") in consideration of his/her Intern-Analyst training with Deloitte **Deloitte Consulting India Private Limited** subject to the following:

- The Agreement terms shall continue to be valid during the program engagement with Deloitte and shall survive post-employment.
- The conditions relating to Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Any reference to "Employment" in the Agreement shall mean "Intern-Analyst Training program". The program does not create employment related obligations for the Employer or the Employee.
- Any reference to "Employer" in the Agreement shall mean "Company".
- Any reference to myself as an "Employee" in the Agreement shall mean "Intern-Analyst". The program does not create employee-employer relationship.
- Any reference to "Employment Agreement" in the Agreement shall mean "Intern-Analyst Training Agreement".

Signed	and Accep	ieu	
Madhus	udhan N		
Date:			

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the "Agreement") is effective as of **May 03, 2021** ("Effective Date") is by and between:

Deloitte Consulting India Private Limited having its registered office at **Block "C"**, **Divyasree Technopolis Survey No. 123 & 132/2 Yemlur Post, Yemlur, Off Old Airport Road Bengaluru – 560 037** (referred to as "Company") **Madhusudhan N,** residing at **Bangalore** (referred to as "Recipient") hereby agree as follows:

- 1. The Recipient has applied to the Company for an Intern-Analyst Trainee Program with the Company (referred to as "Internship"). The Company has accepted the application of the Recipient for Intern-Analyst Trainee at the Company's premises from **May 03, 2021** to **May 03, 2022**.
- 2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
- 3. In consideration of the Recipient's participation in the Intern-Analyst Trainee program, the Recipient, for himself/ herself and their heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited ("DTTL") and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney's fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient's participation in or association with the Intern-Analyst Trainee program, including any travel to or return from the Internship at the Company's premises.
- 4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion, presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the "Confidential Information") from the Effective Date onwards.
- 5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise

made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.

- 6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone;
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company's prior written approval, destroy all Confidential Information and copies thereof.
- 7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by Recipient, but shall be in addition to all other remedies available to the Company at law or in equity.
- 8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.
- 9. Waivers and Amendments
 - (i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.
 - (ii) No amendment or waiver shall be valid unless in writing and signed by both parties.
- 10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Deloitte Consulting India Private Limited	Madhusudhan N
	Date
	Place: Bangalore



Madhusudhan N Bengaluru

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by **Deloitte Consulting India Private Limited**, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at **Block** "C", **Divyasree Technopolis Survey No. 123 & 132/2 Yemlur Post, Yemlur, Off Old Airport Road Bengaluru – 560 037** (the "Employer") as **Intern-Analyst** and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

- 1. **Defined Terms.** The italicized terms in this agreement (the "Employment Agreement") are defined in **Exhibit A** hereto.
- 2. **Pre-existing Agreements or Arrangements.** I warrant and agree that I have listed on **Exhibit B** all *Pre-existing Agreements or Arrangements*. The Employer expects me to abide by all restrictions or obligations that are contained in such *Pre-existing Agreements or Arrangements* and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my *Employment*. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of *Employment* or my becoming, and serving as, **Intern-Analyst** of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

- 3. **Reporting of** *Proceedings***.** Except as provided by law and except as I have disclosed in writing in **Exhibit C** to this Employment Agreement, I represent and warrant that I have no *Proceedings* to report. Should I become a subject of any *Proceedings* during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
- 4. **Confidentiality.** I acknowledge that, by virtue of my *Employment*, I will acquire and be exposed to, have access to, make use of and/or create *Confidential Information*. Therefore, I agree to hold in trust and confidence all such *Confidential Information*. I will neither disclose any such *Confidential Information* to anyone outside a *Deloitte Entity* without the prior written approval of an *Authorized*

Signatory, except as required by my authorized duties for the Employer, nor use any such Confidential Information for any purpose other than for the benefit of a Deloitte Entity.

- 5. **Third Party Information and Property.** I agree that during my *Employment*, I shall not use or disclose any Confidential Information or Intellectual Property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an *Authorized Signatory*. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the *Deloitte Entities* become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the *Deloitte Entities* for any legal defense costs and/or damages related to any such claim.
- 6. **Authorization**. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
- 7. **Competing Activities and Conflict of Interest.** During the period of my *Employment* I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a *Deloitte Entity*, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a *Deloitte Entity*, or otherwise create a conflict, or the appearance of a conflict, of interest with a *Deloitte Entity*. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.
- 8. **Authorization to Access** *Systems* and *Electronic Communications and use of Deloitte Property.* I understand that while employed with a *Deloitte Entity*, I will use and have access to the *Systems*. I also acknowledge that a *Deloitte Entity* has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my *Electronic Communications* and information from (or about) me and the content, without notice to me, and that such *Electronic Communications* are considered part of a *Deloitte Entity's* business and client records and are not to be considered private or personal to me or any other *Personnel*. I further acknowledge that this right extends to *Electronic Communications* transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the *Deloitte Property* that may be in my use, custody, care or charge. For the loss of any *Deloitte Property* in my

possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. **Security**. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. **Ownership of** *Works*.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular *Works* to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10(b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.
- e. I agree 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 Employer) of all *Works* developed by me during the

period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.

- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- 12. **Post-Employment Restriction re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, for a period of one year following the termination of my *Employment* for any reason, I will not, directly or indirectly, solicit or provide services to any client or prospective client of a *Deloitte Entity* to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my *Employment*.
- 13. **Exceptions to Post-***Employment* **Restriction re: Clients.** I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a *Deloitte Entity* and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a *Deloitte Entity* solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a *Deloitte Entity* neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on **Exhibit D** expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on **Exhibit D** by an *Authorized Signatory* who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on **Exhibit D** to support the application of the obligations of Paragraph 12 to those clients.
- 14. **Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities*

remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.

- 15. **Restriction re:** *Personnel* and Contractors. I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated, (b) participate in the hiring or admission of any *Personnel*, or (c) cause a contractor of a *Deloitte Entity* to cease providing services to, with, or on behalf of the *Deloitte Entity*.
- 16. **Post-Employment Restrictions re:** *Deloitte Property.* Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d) I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a *Deloitte Entity* to remove such *Deloitte Property*.

OTHER POST-EMPLOYMENT OBLIGATIONS

- 17. **Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.
- 18. **Notification of Post-***Employment* **Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
- 19. **Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15 and 16 of this Employment Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

20. **Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 10, 11, 12, 14, 15, or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte*

Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities*' reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.

- 21. **Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to 50% of all fees received by me (or any person or entity with which I am associated) in connection with such breach. Such percentage shall be paid within thirty days after each fee payment is received and in respect of all services in connection with such breach during the two years following the termination of my *Employment* for any reason.
- 22. **Liquidated Damages: Compensation.** I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
- 23. **Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

- 24. **Governing Law; Choice of Forum.** This Employment Agreement is deemed to have been executed in the Employer's office in [HYDERABAD: Hyderabad, Andhra Pradesh, India] [MUMBAI: Mumbai, Maharashtra, India] [BENGALURU: Bengaluru, Karnataka, India] [GURGAON: Gurgaon, Haryana, India] and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
- 25. **Modifications.** My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an *Authorized Signatory*.
- 26. **Severability.** Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to

the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.

- 27. **Blue-Penciling.** If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.
- 28. **Waiver.** None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
- 29. **Entire Agreement.** This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other *Deloitte Entity* with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a *Deloitte Entity* and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my *Employment*, this Employment Agreement will control.
- 30. **Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 8, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
- 31. **Headings.** The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing,	understand it, and agree to comply with its terms	
For Deloitte Consulting	ndia Private Limited	
OMKAR CHANDRAMO		
Authorized Signatory		
Effective as of May 03 , Employment Agreement.	2021, I accept all the terms and conditions of	f the Employer as stipulated in this
Signature	Name	_

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client – attest client (or an affiliate of such client) of Deloitte & Touche LLP or a *Deloitte Entity*.

Authorized Signatory – a director, officer or other person who is authorized to sign on behalf of a *Deloitte Entity*.

Confidential Information – any information not generally known to the public, in any Form, that (1) relates to the operation of a Deloitte Entity or provides the Deloitte Entities with a competitive advantage, (2) consists of Personally Identifiable Information (PII) or other personal information about Personnel, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another Deloitte Entity receives in the course of business, and (3) all other information entrusted to the Employer or another Deloitte Entity by clients and other third parties. Confidential Information includes, but is not limited to, Intellectual Property, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. Confidential Information also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems*, equipment, debit and credit cards issued in connection with my *Employment*, furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity*, including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel – partners, principals, members, officers and employees of a *Deloitte Entity*.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes *PII* when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- Biometric identifier
- Certificate or license number
- Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

* Note: When an individual's name is used with *PII* that is not business contact information, it is included in the definition of *PII*.

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement,

including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the *PCAOB*, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my *Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

[none, unless otherwise specified]

ACCEPTED AND AGREED TO:
DELOITTE CONSULTING INDIA PRIVATE LIMITED

OMKAR CHANDRAMOULI KONCHUR Talent

Authorized Signatory ________Date

An Authorized Signatory's signature is required only if Pre-existing Creations or Pre-existing Agreements or Arrangements are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an Authorized Signatory indicates his or her judgment made in light of Paragraph 2 that Pre-existing Creations, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's Pre-existing Creations and the Intellectual Property of a Deloitte Entity can be avoided or minimized in the future and further indicates that the Pre-existing Agreements or Arrangements have been obtained and reviewed and that the Authorized Signatory is satisfied that such Pre-existing Agreements or Arrangements will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

<u>Proceedings</u>			
[none, unless otherwise specified]			
My signature below certifies that to to Paragraph 3, is complete and accomplete	o the best of my knowledge, t urate.	he information I have provided above, pursu	ant
Signature	Name		

EXHIBIT D

Exceptions to Post-*Employment* **Restrictions: re: Clients**

1	_	1	.1	1.
ı	nona	unlace	Othorwico	chacitiad
ı	mone.	unicoo	otherwise	SDECITIED

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Name of Client

Specified Kind of Services(s) Permitted

Deloitte Consulting India Private Limited

OMKAR CHANDRAMOULI KONCHUR

Talent

k.c. Chile

I have read and understood the above policy terms.

Signature Name Date

An *Authorized Signatory*'s signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an *Authorized Signatory* indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Terms and Conditions of Service

In continuation to our offer of employment with **Deloitte Consulting India Private Limited** (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in **Exhibit A** of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and Independence for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult *Independence* should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in accordance with applicable Indian central, state or local law. The full policy will be accessible to you on Deloitte Vetafter joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years.* Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a *Deloitte Entity* or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is <u>30 Days</u> by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

^{*} This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights
 Assignment Agreement including disclosing to any unauthorized person any Confidential Information or
 PII.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218_OutsideEmploymentActivities_US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any *Deloitte Entity*, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a *Deloitte Entity* as applicable.

- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a *Deloitte Entity*.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e. https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

and Conditions of Service	*	d conditions of the Employer as stipulated in these Term
Signature	Name	



TATA CONSULTANCY SERVICES



BANUSHREE

Card No. 628508

Associate No. 1589061

Blood Group. B-

Tata Consultancy Services Ltd. TCS House, Raveline Street, Fort

Mumbai 400001, India



Offer: Computer Consultancy

Ref: TCSL/DT20206489906/Chennai

Date: 20/11/2021

Mr. Yashwanth Kumar M Kanasu NilayaPipeline D Main Road, Yeshwantpur, Bangalore-560022, Karnataka.

Dear Yashwanth Kumar M,

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.

TCS Confidential TCSL/DT20206489906

TATA CONSULTANCY SERVICES



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.



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.

TCS Confidential TCSL/DT20206489906



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.

TCS Confidential TCSL/DT20206489906



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

TCS Confidential TCSL/DT20206489906

TATA CONSULTANCY SERVICES



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

TCS Confidential TCSL/DT20206489906



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. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. 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

TCS Confidential TCSL/DT20206489906



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.

13. 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.

14. 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.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. 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.

17. 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.

TCS Confidential TCSL/DT20206489906

TATA CONSULTANCY SERVICES



18. 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.

19. 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.

20. 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 :

9

TCS Confidential
TCSL/DT20206489906
TATA CONSULTANCY SERVICES



- *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)
- *Passport
- *NSR E-Card

21. 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.

22. 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.

23. 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.

TCS Confidential TCSL/DT20206489906



24. 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.

25. 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 A 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. A 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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



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

Londie.

Girish V. Nandimath
Global Head Talent Acquisition & AIP

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



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



GROSS SALARY SHEET

Annexure 1

Name	Yashwanth Kumar M
Designation	Assistant System Engineer-Trainee
Institute Name	Dr Ambedkar Institute Of Technology,Bangalore

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.

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

^{*} 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.



Annexure 2

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



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.



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 filling 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. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

- (a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.
- (b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



- (c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/protocols.
- (d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.
- (e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.
- (f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).
- (g) will not allow anybody to share the official asset being used.

8. 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.

9. 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.



10. 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.

11. 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.



- (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.



Ref: TCSL/DT20217925913/1703117/Lucknow

Date: 21 December 2021

MR. VIJETH K M RAJU 186, Hiregadde Kusabur, Muthinakoppa, Chickmagalur, Karnataka-577134. Tel# 918618097346

Sub: Joining Letter

Dear Mr. Vijeth K M Raju,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **30th December 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



TCS Xperience Program

Learning is a way of life at TCSL. The TCS Xperience Program will open a world of opportunities and help you to scale greater heights in your professional life.

The program is carefully designed to develop software engineering skills, nurture professionalism and inculcate a process mindset. This program provides the perfect platform to polish the skills you have gained through the TCS Xplore program, making you 'project ready'.

The duration of your TCS Xperience Program is based on your performance in TCS Xplore program and business requirements.

The program has regular assessments based on pre-defined learning objectives. You are expected to meet the required standards during the TCS Xperience Program. In case, the performance does not meet the expectations, the management reserves the right to either extend your program or take appropriate action.

As communicated through various forums during the recruitment process, your appointment is subject to completion of your final academic (UG/PG) course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines. You also have to fulfill all the TCS eligibility criteria as stated in the Offer letter.

Kindly confirm your acceptance of this program by clicking on the 'I Accept' button in Nextstep portal. We encourage you to join us on the specified date to enjoy the benefit of timely processing and avail better opportunities.



We look forward to you joining us on an enriching career with TCSL. Together, let us take this organization to greater heights!

Gear up to experience the future!!

Warm regards,

Janardhan S

Global Head - Talent Development



<u>Click here</u> or use a QR code scanner from your mobile to validate the joining letter



Mphasis-Letter Of Intent!!

2 messages

Mphasis - Campus Hiring <campushires@mphasis.com> To: adigarohith98@gmail.com <adigarohith98@gmail.com> Cc: Shraddha Hande <Shraddha.Hande@mphasis.com>

Fri, 4 Oct 2019 at 1:33 pm

Ref.No- MPHTH2020-1045

Dear Rohith G Adiga,

College Name: Dr. Ambedkar Institute Of Technology, Bangalore.

Greetings from Mphasis!!

Congratulations on clearing the preliminary interview. We would like to offer you a conditional position at Mphasis Ltd. The details of the offer of the conditional position are enumerated below:

- You will be offered the position of 'Trainee Associate Software Engineer' in Band 5, Level 1 with Mphasis. The
 gross compensation will be INR 250,000 /- (Rupees Two lakhs Fifty thousand only) per annum.
- Upon successful graduation from The Mphasis Learning Academy by securing minimum marks in various training modules and completion of 3 months in Mphasis, your gross compensation will be revised to INR 3,25,000/- (Rupees Three Lakhs Twenty-Five Thousand Only) per annum
- A training agreement for 24 months from your date of joining needs to be signed with Mphasis. In case of default, an amount of **INR 1,00,000** will be recovered from the employee.
- · You are required to work in any shift as per business requirement.
- You are required to perform any role within Applications Tower of Mphasis Applications Development,
 Applications Testing, Application Production Support etc. as per business requirement.

As you are currently in your final year of graduation and are gearing to start working, Mphasis can be the right place for you to build a long fruitful career. We believe we have a historic opportunity of building a world class company. We also believe Mphasis is very unique in several ways, some of which are:

- Equal strengths in APPs, ITO and BPO
- Being a flat, open and communicative organization
- o Organization ethos that encourages, promotes and rewards empowerment
- Flawless execution and leadership

Please note that this serves as a good-faith Letter of Intent. It is contingent upon you:

- 1. Successfully completing your graduation (BE/ B Tech/ MCA) and scoring the aggregate percentage, as set by Mphasis, in the final academic examinations
- 2. Securing the required percentage in the evaluation at the end of your training program at Mphasis
- 3. Satisfactory completion of the background verification process that Mphasis will conduct at the time of your joining

Your joining date will be communicated after you clear the above conditions.

We look forward to welcoming you to **The Mphasis Learning Academy**. Should you need any further information, write to **campushires@mphasis.com**.

Important Note: It is made clear that the above is not an offer for employment at Mphasis and is subject to the recipient fulfilling the conditions specified in this letter of intent. Mphasis reserves the right to cancel or recall this letter of intent at any time without assigning any reason.

Mphasis intends to onboard 2020 passing out candidates anytime between June 1, 2020 to April 30, 2021. Below list of documents are mandatory during the onboarding process:

- a. PAN card
- b. Aadhar card
- c. Passport
- d. All semester marks sheets and graduation certificate

Thanks and Regards

Mphasis - Campus Team

Information transmitted by this e-mail is proprietary to Mphasis, its associated companies and/ or its customers and is intended for use only by the individual or entity to which it is addressed, and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient or it appears that this mail has been forwarded to you without proper authority, you are notified that any use or dissemination of this information in any manner is strictly prohibited. In such cases, please notify us immediately at mailmaster@mphasis.com and delete this mail from your records.

Adiga Rohith <a digarohith 98@gmail.com>
To: anandacybercafe@gmail.com

Thu, 17 Oct 2019 at 9:50 am

[Quoted text hidden]

ALTIOSTAR

18 November, 2021

Harshith V R Shree Veeranagamma Krupa, Near Ganesha Temple, Ganesh Nagara, Belgumba, Post Tumkur-572104, India.

Dear Harshith:

With reference to your application to Altiostar Networks India Pvt. Ltd. ("Company"), and subsequent interviews, we are pleased to offer you a Member of Technical Staff position at our Bangalore Office.

As agreed, your start date with the Company will be no later than 19 November, 2021. If this date is changed with mutual consent, then the newly agreed start date remains binding on you. The change in date may be intimated to you via an email to your email id available in our records, with a reference of this offer letter.

It is agreed with you that this is a "Conditional offer letter". This offer of appointment will cease to exist on 31st day of December 2021 if the following conditions are unfulfilled:

- You have to attend compulsory technical training arranged and provided by the Company.
 This training will commence from 22nd of November, 2021 or any other date intimated to you and duration of such training will be approximately 3.5 weeks.
- You have to ensure 100% presence in the training session
- You have to secure 75% or more marks in the assessments conducted during the training sessions.

If you fulfill all above conditions, you will be offered to join the company effective from 03rd of January, 2022 with a written intimation or email. This will be followed by your review and acceptance of the 'Employment Agreement', laying down the service rules and conditions of employment in detail.

In case above conditions/criteria are unfulfilled by you, company will not send any further intimation, notice or information for withdrawal of your employment.

Your Annual Gross emoluments will be **Rupees Twelve Lakhs**. This is a gross CTC figure. A breakup of the same is attached with this offer letter as Annexure 1. This salary (CTC) is subject to Income tax as per the applicable income tax laws of India. Meaning, income tax will be deducted per month from your monthly salary amount as per the applicable tax bracket for your salary, after considering your investments under the relevant sections of the Income tax law.

You will also receive a one-time sign—on bonus of Rupees Fifty Thousand. In case you leave Altiostar Networks within two years of receiving the sign on bonus, you will have to return a pro-rated amount.

This offer of employment is subject to your producing:

- a) Evidence of your technical qualifications.
- b) Relieving letter from your current/last employer if applicable.
- c) Latest Pay slip or Form 16 from your current / last employer.
- d) Proof of your experience mentioned in your resume.
- e) Your eligibility to work in India.

ALTIOSTAR

As a part of your employment at Altiostar Networks, you will be entitled to the following benefits:

1. Paid annual leave of 30 days as per the Company's leave policy (Paid Time Off), i.e. 2.5 days of paid leave per month.

2. 10 public holidays per year. A list of public holidays for the prevailing year would be shared

with you upon joining.

3. Maternity benefit (as applicable) as per the Maternity Benefits Act, 1961.

4. Gratuity as per the provisions of The Payment of Gratuity Act, 1972.

5. Provident Fund: You will be eligible to participate in a Provident Fund scheme wherein an amount equivalent to 12% of your basic salary will be paid by the Company (as your employer) and 12% by you (will be deducted from your monthly pay). Both the contributions are a part of your aforementioned CTC.

6. Medical Insurance: You will be covered under a Group Medical insurance plan as per the Company's policy for yourself, spouse, 2 dependent children and parents OR In-laws as

applicable and you will be enrolled upon joining.

The working hours of the Company are from 10 am to 7pm, from Monday through Friday, i.e. 45 hours per week. Saturday and Sunday are considered as weekly off days.

As part of your employment at Altiostar Networks, you will be required to execute one or more agreements to include protection of intellectual property, non-disclosure of certain information, and non-solicitation and non-competition in the event that your employment with Altiostar Networks ceases.

This offer of employment is subject to and conditioned upon the truthfulness of the representations you have made to the Company during your interview and entire recruitment process.

Altiostar Networks offers a fast-paced, entrepreneurial environment. We are working on innovative and intelligent solutions, which will further enable and open the world of wireless communications. We are confident your contributions will be valuable to our success and look forward to a mutually beneficial relationship for many years to come.

Kindly confirm acceptance by signing and returning one copy of this letter.

ORKS

Bangalora-S

Sincerely,

Srinivas Gudladana

Head of Operations-India

I accept the offer hereinabove and understand that this is "Conditional offer letter" issued to me. I further acknowledge that this offer ceases to exist automatically with effect from 31st December 2021, in case I will not perform in my assessment and attendance is unsatisfactory during the training session as per criteria/condition mentioned above. I will join on or before:

Start Date: 19/November/2021 __ Signature: __

ALTIOSTAR

Annexure 1

Salary structure:

HARSHITH V R	12,00,000
стс	12,00,000
Basic	4,80,000
HRA	1,92,000
LTA	40,000
Telephone ,	24,000
Entertainment	25,000
Books & Periodicals	10,000
Children Education	3,600
Food coupon	18,000
Special Allowance	3,49,800
Gross Salary	11,42,400
Employer's contribution of PF	57,600
COST TO COMPANY	12,00,000
Deductions:	
Employee's contribution of PF	57,600
Net Annual Salary before deduction of income tax	10,84,800
Net Monthly Salary before deduction of income tax	90,400

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369
Technology Hub, Special Economic Zone
Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.
T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcitech.com

OFFER & APPOINTMENT LETTER

29th September 2021

Swaraj H S 625 Mig 1St Khb Colony Behind Lakshmi Narayanaswamy Temple Sathyamangala Hassan Karnataka 573201

Dear Swaraj H S,

Congratulations! With reference to the interviews conducted by **HCL Technologies Ltd (herein referred as "HCL" or "Company")**, we are pleased to inform you that you have been selected for employment in our organization as **Software Engineer** in **E1**.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

You are requested to join us on **30 September 2021** at 9:00 A.M at the following address **HCL Technologies Ltd, BengaluruSEZ-U1-2F-4F,SW Wing Hub1,Karle**. Your joining would be subject to successful completion and compliance with the pre joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure, BPO division etc. In line with the same approach, we look forward to your being flexible towards your placement in the Company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s)

Your Total Compensation will be INR 3,65,000 per annum, outlined in Annexure I.

You will be required to sign a service agreement of **24 months** with a surety amount of **INR 1.25 Lakhs.** This amount shall be payable to the Company only on the event of your separation from the company before **24 months** from the date of Joining.

You will be on probation for a period of 12 months from the date of your joining. The general terms and conditions governing your employment are outlined in **Annexure II**.

On the date of joining, you would be required to submit the documents listed in <u>Annexure III</u>. Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

<u>Annexure IV</u> provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

Please share your acceptance to offer as a confirmation within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL Technologies Ltd shall stand withdrawn without any liability.

Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by HCL Technologies Ltd. will stand withdrawn without any liability.



HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369
Technology Hub, Special Economic Zone
Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.
T +91 120 6125000 F +91 120 4683030
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.
www.hcftech.com

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

For HCL Technologies Limited,

Amrita Das

Vice President, Head-Global Rewards

STA CONSULTANCE SERVICES Call 080-6724 88 NITHYASHREE K M SHE SHOULD Card No 8 7/3 7/6/90 Asisinculate the Blood Group 為本

Tata Consultancy Services Ltd.

Number Reveiler Street Fort





23 August 2021 Akshay P

Location: Bangalore

PRIVATE AND CONFIDENTIAL

Employment Offer Letter and Terms and Conditions of Employment

Dear Akshay,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore")** in the position of Associate . Your work location will be Bangalore . Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before 09 September 2021 or such other date as may be communicated by us to you in writing.

Remuneration Package:

1. Annual Compensation: You are being offered a Gross Salary of

Rs. 450,000 (Four Lakh Fifty Thousand)

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

- 2. **Bonus program**: In addition to the annual compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.
- 3. **Benefits**: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("**Offer Letter**").

Other Terms: Please read the following terms and contact us with any questions that you may have.

Employment Agreement: Once you accept this offer, you will be required to sign an employment
agreement ("Employment Agreement"), the format of which is attached to this Offer Letter. Your
employment with the Company will be on the terms of this Offer Letter and the Employment
Agreement until the end of your employment with the Company.

 $\frac{\mathcal{PP}}{\mathcal{PP}}$

AP.



2. **Working Hours**: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

- 3. **Visa**: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.
- 4. **Taxation**: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

5. Travel, Assignments or Secondment:

- a. **Within India**: You are required to work on any project to which you are assigned, unless there is good reason not to do so.
- b. **Outside India**: While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

6. Termination Notice:

- (a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.
- (b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:
 - (i) acts of fraud, dishonesty or misconduct involving moral turpitude;
 - (ii) commission or conviction of any criminal offence;
 - (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;

PP

Version 2.0



- (iv) material failure to adhere to the Company's corporate codes, policies or procedures;
- (v) continued failure to meet performance standards as determined by the Company
- (vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;
- (vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty.

In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

- (c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.
- (d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.
- 7. **Return of Property**: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.
- 8. **Acknowledgement**: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

PP

AP.



We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on us_advisory_ac_india_hc_operations@pwc.com

Yours truly,

For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

I, Akshay P ______, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature: 09 September 2021



05 July 2021 Ajay V

Location: Bangalore

PRIVATE AND CONFIDENTIAL

Employment Offer Letter and Terms and Conditions of Employment

Dear Ajay,

We are pleased to offer you employment with PricewaterhouseCoopers Service Delivery Center -Bangalore Private Limited ("Company" or "PwC AC Bangalore") in the position of Your work location will be Bangalore . Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before 12 August 2021 or such other date as may be communicated by us to you in writing.

Remuneration Package:

1. **Annual Compensation:** You are being offered a Gross Salary of

Rs. 450,000 (Four Lakh Fifty Thousand)

The details of gross salary are specified in Annexure 1 to this offer letter ("Offer Letter").

- 2. Bonus program: In addition to the annual compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.
- 3. Benefits: You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter ("Offer Letter").

Other Terms: Please read the following terms and contact us with any questions that you may

1. **Employment Agreement**: Once you accept this offer, you will be required to sign an employment agreement ("Employment Agreement"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company.



2. Working Hours: You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

Promotion and Salary Review: You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

- 3. **Visa**: If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.
- 4. **Taxation**: Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

5. Travel, Assignments or Secondment:

- a. **Within India**: You are required to work on any project to which you are assigned, unless there is good reason not to do so.
- b. **Outside India**: While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

6. Termination Notice:

- (a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.
- (b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:
 - (i) acts of fraud, dishonesty or misconduct involving moral turpitude;
 - (ii) commission or conviction of any criminal offence;
 - (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;





- (iv) material failure to adhere to the Company's corporate codes, policies or procedures;
- (v) continued failure to meet performance standards as determined by the Company
- (vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;
- (vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty.

In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

- (c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.
- (d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.
- 7. **Return of Property**: Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.
- 8. **Acknowledgement**: You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.





We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on us_advisory_ac_india_hc_operations@pwc.com

Yours truly,

Date:

For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

12 August 2021

I, Ajay V _____, accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:



Annexure 1

Private and Confidential

Date: 05 July 2021 Name: Ajay V

Designation: Associate

All figures in rupees

Gross Salary Components - Annual			
Particulars	Amount		
Basic Salary	180,000		
Flexible Benefit Package (FBP)*	248,400		
Employer contribution of PF	21,600		
Gross Salary	450,000		

^{*}FBP can be used for the following components:

- 1. Food Coupons
- 2. Leave Travel Allowance (LTA)
- 3. House Rent Allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.





Your Gross Salary consists of the following components:

Α	Basic	40% of Gross Salary	
В	HRA	40% of Basic for Bangalore, 50% of Basic for Mumbai	
С	LTA	Part of Flexible Benefits Plan or FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation)	
D	Sodexo	INR 24,000 (i.e.2000 per month) – Part of FBP	
Е	Provident Fund (PF)	12% of Basic	
F	Special Allowance	Balancing Figure (Gross Salary minus all above components)	
G	Gross Salary	A+B+C+D+E+F	

Benefits:

Specialist/Associate/Sr Associate	Manager/Sr Manager	Director & above
Medical Insurance- Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	Medical Insurance- Coverage of Rs.7 lacs per employee family covering employee, spouse/live- in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).	Medical Insurance- Coverage of Rs.10 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only).
Term Life Insurance Coverage: Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	Term Life Insurance Coverage: Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC	Term Life Insurance Coverage: Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
Accident Insurance Coverage: Maximum of Rs. 20,00,000/-	Accident Insurance Coverage: Maximum of Rs. 50,00,000/-	Accident Insurance Coverage: Maximum of Rs. 50,00,000/-

Relocation Benefits: Applicable to employees relocating from other cities.





EMPLOYMENT AGREEMENT / ASSOCIATE

This Agreement ("Agreement") is between PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited ("Company" or "PwC AC Bangalore") and Ajay V ("You" and all similar references).

1. Definitions

- (a) "**Cessation Date**" means the effective date of cessation of your employment with PwC AC Bangalore.
- (b) "Cause" means any of the following conduct by you:
 - (i) acts of fraud, dishonesty or misconduct involving moral turpitude;
 - (ii) commission or conviction of any criminal offence;
 - (iii) engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;
 - (iv) material failure to adhere to PwC AC Bangalore's corporate codes, policies or procedures;
 - (v) continued failure to meet the performance standards as determined by PwC AC Bangalore
 - (vi) a breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore's satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore's record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and
 - (vii) violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.
- (c) **"Offer Letter"** means the employment offer letter dated 05 July 2021 by which you were offered employment with PwC AC Bangalore and accepted by on 12 August 2021 .

2. <u>Employment</u>

- 2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits thereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.
 - 2.2 **Probation**: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days' notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days' notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months' period based on performance and the notice period will change to sixty (60) days as soon as the employment is confirmed.
 - 2.3 By signing this Agreement, you agree to:

PP



- (a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;
- (b) abide by all policies of PwC AC Bangalore, current and future, including but not limited to the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;
- (c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and
- (d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.
- 2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

3. Compensation and Benefits

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

4. Leave Entitlement

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

5. Covenants

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

6. <u>Termination and Resignation</u>

- (a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records. You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.
- (b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu of any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.
- (c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise. The

PP



- company management has the discretion for any notice period waive-off based on the work obligations.
- (d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.
- (e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

7. Arbitration

- (a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.
- (b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.
- (c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

8. Entire Agreement

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC Bangalore regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by a written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

Severability

- (a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.
- (b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.

PP



9. Waiver

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

10. Choice of Law

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

11. Assignment and Beneficiaries

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

12. Counterparts

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

13. Survival

Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:

For PricewaterhouseCoopers

Service Delivery Center (Bangalore) Pvt. Ltd

Employee

Authorized Signatory

Employee ID: 101109105

Dated: 12 August 2021

Dated: 12 August 2021



EXHIBIT A

Equal Employment Opportunity

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director-HC immediately.







EXHIBIT B

Anti-Harassment Policy

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This
 includes comments about an individual's body or appearance (where such comments go beyond a
 mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or
 any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance.
 This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.
- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

PP



This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

Director – Human Capital - PwC AC Bangalore

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore's Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director-HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.







EXHIBIT C

Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement ("CIPA") is attached as an exhibit, I also agree to this CIPA's terms:

1.

- (a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.
 - (b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.
 - "Proprietary Information" as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore ("affiliate" includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, "know-how," tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by





the trade at or after the time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

- (a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be " works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if PwC AC Bangalore does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment. I further acknowledge and agree that I waive any right to and will not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.
- (b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction





to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

- (c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.
- (d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) "Works" means:

- I. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,
- II. any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities,





- supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and
- III. any part or aspect of any of the foregoing.
- IV. For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.
- I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.
- 4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.
- 5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.
- 6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.
- 7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.
- 8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.
- 9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.



Version 2.0



- 10.If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 11.I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.





EXHIBIT D

Consent Form

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

- (a) the submission of proposals to clients and potential clients of PwC AC Bangalore;
- (b) the compilation of directories;
- (c) the organization of security procedures;
- (d) the processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

- (a) identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;
- (b) employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;
- (c) financial information such as bank account numbers and tax related information; and
- (d) other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.

I understand and agree that Personal Data are transferred:

- (a) among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and
- (b) to third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll

 \mathcal{PP}



management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.

I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

Ajay V

12 August 2021

Version 2.0





Sushmitha B

Employee No. : 85410

Emergency No.: +91 88929 87909

Blood Group : AB + ve

Global Technology Park
Tower D & E, 2 - 4 Floors
Outer Ring Road, Deverabeesanahalli
Varthur Hobli, Bangalore 560 103
Karnataka, India.

Tel. +91 80 6132 6100

Issuing Authori



EMPLOYMENT OFFER LETTER

Capgemini Ref: 4963520/1319581,

05/02/2022, Anusha N.

NNS layout, Kampli road , Kurugodu Bellary-583116 Bellary, Karnataka India.

Confidential

Dear Anusha N.

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Cappemini Technology Services India Limited ('Cappemini' or 'Company') starting from 05/05/2022 (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 Bangalore
- C) You have to report by 8:30 am at Bangalore office, for joining formalities and contact security at the main gate for your entry pass at:

Address 164-165, EPIP Phase II, EPIP Industrial Area, Whitefield, Bengaluru 560066

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 300,002.00 (Rupees Three Lakh And Two Only) which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

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





02/12/2021

Manjushree R

Dear Manjushree,

We are pleased to extend to you an offer of employment with DXC Technology ("DXC" or "The Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include but not limited to criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by DXC or an appropriate third party, and the results of such background checks being favorable in DXC's reasonable opinion. Also, the offer of employment is contingent on you meeting the educational eligibility criteria set-forth during the hiring process and you meeting the qualifying criteria for our training curriculum (including cut-off marks for courses as maybe applicable as well as cut off marks for assessment examinations, jointly and severally). If any of the aforesaid conditions are not satisfied, then this offer of appointment will be void or will become void, on notice by DXC. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

At DXC Technology, we are greatly excited about the challenging and rewarding work environment. You will be an important part of the leading global information technology company and part of a culture that is driven to improve and outperform.

To accept the offer of employment, please E-sign by providing your full name and unique identifier.

We welcome you to join us in this exciting journey.

Thanking You, Yours Sincerely,

Lokendra Sethi (Dec 6, 2021 12:31 GMT+5.5)

Lokendra Sethi

Lokendra Sethi Vice President - Human Resources



02/12/2021

Manjushree R #355,57th'C'cross,3rd block,rajajinagar,Bangalore-10

Bengaluru, 560010 India

Dear Manjushree,

Welcome to DXC Technology! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you as Associate Professional Software Engineer at EIT Services India P. Ltd [Formerly Hewlett Packard Global Soft India P.Ltd] of DXC Technology ("DXC" or "The Company"). Your date of appointment is effective from your date of joining, which shall be on or before 17/12/2021.

Your appointment with EIT Services India P. Ltd [Formerly Hewlett Packard Global Soft India P.Ltd] is on the following terms and conditions.

Kindly note that considering the current pandemic situation, you are required to work from home. Once the situation normalizes, as determined by DXC, you would be required to report to DXC offices in Bangalore based on the information provided by your manager.

1 PAY and BENEFITS

Your Fixed Gross Salary will be INR ₹360,000.00 per annum.

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is INR ₹180,000.00.

1.2. Flexible Benefit Plan (FBP):

You will be eligible to receive benefits under the Flexible Benefit Plan of the company and the maximum cost to company in providing such benefits shall not exceed the difference of amount between basic salary and total fixed salary. A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund. This is inclusive of statutory remittance by the company towards employee pension scheme maintained with the Regional Provident Fund Commissioner, wherever applicable.

1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.



1.5 Variable Pay Program

You will be eligible to participate in any one Variable Pay Program, which would vary according to your business/role. Goals and metrics may vary with each performance period, and payments under this plan are granted at the sole discretion of the Company. The plan details as applicable to you will be communicated to you at the time of joining.

1.6 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium equivalent to Rs 13,976 will be borne by the Company and is over and above your fixed gross salary, mentioned above. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the company's share of contribution will be remitted, as per the said Act.

1.7. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the company policy.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Technology Applications Group

Job Family: Software Engineering

Job Title (Internal): Associate Professional Software Engineer

Salary Grade: 51007431

2.2. Work Place

You are initially appointed to work in our office in Bangalore. You may be transferred or required to travel for the Company's business/training at the sole discretion of the Company.

2.3 Transfer

Though you have been engaged for a specific position, your services can be transferred by the company from one location to another, one department/entity to another. Your services can also be transferred to any of the company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.4 Retirement

You will retire from the services of the company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.5 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the company, the company shall be entitled to terminate your services with immediate effect, without notice.



- ii. Your services can be terminated by either party by giving to the other, a notice of three months in writing (hereinafter referred to as 'Notice Period"). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for three months in lieu of the Notice Period.
- iii. Your position with the company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to three month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

2.6 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.7 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.8 General Conditions

- 1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers
- 2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.
- 3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.
- 4) You will be covered by DXC Technology Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.
- 5) The terms of the employment shall be governed by the laws of India and Courts in Bangalore shall have exclusive jurisdiction.
- 6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

Please sign and return the copy of this appointment letter as a token of your acceptance.

Thanking You, Yours Sincerely,

Lokendra Sethi Lokendra Sethi (Dec 6, 2021 12:31 GMT+5.5)



Vice President - Human Resources

I accept the above	referred Pay and	Benefits and the	general terms and	I conditions of	employmen

Manjushree R (Dec 6, 2021 19:31 GMT+5.5)
Manjushree R
Dec 6, 2021
Candidate Physical Signature (to be completed first day of work):
I accept the above referred Pay and Benefits and the general terms and conditions of employment
First Name Middle Name Last Name
Date
Place

Annexure II

Flexible Benefits Plan (FBP)

Job Family: Software Engineering

Title: Associate Professional Software Engineer

1 a. House Rent Allowance

Maximum Limit: 50% Of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

1 b. Actual Rent paid towards Company Leased premises

Maximum Limit: 100% of Annual Basic **Supporting Documents**: Lease Agreement



2. LTA once a year (LTA will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2018 to 2021.)

Maximum Limit: 20% of Annual Basic subject to a maximum of Rs. 200,000

Supporting Documents: Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Children education allowance for maximum of 2 dependent children: (Per child per month Rs.100)

Maximum Limit: Rs. 2,400 per annum

Supporting Documentation: Declaration and submission of receipts

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):

(Per child per month Rs.300)

Maximum Limit: Rs. 7,200 per annum

Supporting Documentation: Declaration and submission of receipts

5a. Company Car Program

Lease rental as per vehicle of choice

5b. 40% of Transport Allowance or Rs. 3,60,000 per annum whichever is lesser

5c. Chauffeur Allowance is a sub limit of 40% of Transport Allowance or Rs. 3.6 lacs whichever is less with a maximum allowance of Rs.1,44,000 per annum

5d. Fuel and Maintenance Allowance: Balance of Total Entitlement less Chauffeur Allowance

6. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/restaurants during the course of the workday)

Maximum Limit: Rs.26,400

Supporting Documentation: As per program guidelines

- 7. Bonus/Exgratia For those earning basic salary up to Rs. 21, 000/–pm, advance Bonus is paid towards payment of bonus, payable under the Payment of Bonus Act, 1965.
- 8. Transport Allowance through Payroll Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

Maximum Limit: 100% of FBP Declaration

9. Telephone Reimbursement: Telephone and/or Broadband expenses up to INR 1,500 per month

Maximum Limit: INR 18,000 per annum

Supporting Documentation: Declaration and submission of receipts

- * Employees are liable to provide proof in the event of an evaluation by Income tax authorities
- * Employees can purchase a vehicle with max ex-showroom price + Accessories of INR 9,00,000. The tenure of the lease is 3 years. Please refer to the policy for more details.

Guidelines governing Flexible Benefits Plan (FBP)

- 1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the company.
- 2. The year for the purpose of this plan will be 1st April to 31st March.



- 3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
- a) Transfer of the employee from one city to another.
- b) Change of grade/level.
- c) Change of residential accommodation.
- d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse or dependent children and parents
- 4. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
- a) 25% of the annual kitty in Q1
- b) 25% of the annual kitty in Q2 & balance of Q1, if any
- c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
- d) 25% of the annual kitty in Q4 & balance of Q1,Q2,Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 April, May, June
- b) Q2 July, August, September
- c) Q3 October, November, December
- d) Q4 January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the April salary and tax recovered appropriately.

- 5. In the event of separation of an employee from the services of the company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
- 6. The company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
- 7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the company will not permit reimbursements except in the case of 3(d) referred above. The employee, however, has a choice to opt for lesser value.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

- 1. Originals are required only for verification and will be returned back immediately
- 2. Please carry a printout of this letter when submitting the joining documents.
- 3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1 Relieving letter from previous employer Original Required for Verification: Yes No. of Copies: Two



2 Letters supporting Employment viz., Offer letter, Service Certificate

Original Required for Verification: Yes

No of Copies: Two

3 Salary details of previous Employment **Original Required for Verification**: Yes

No. of Copies: Two

4 Education Certificates or Mark sheets with Provisional Certificates 10th to Highest Degree

Original Required for Verification: Yes

No of Copies: Two

5 Copy of PAN card/Application ID for PAN card applied

Original Required for Verification: No

No. of Copies: One

6 Age Proof Copy of Passport or Pan card or Driving license

Original Required for Verification: No

No. of Copies: One

7 Photo identity proof Copy of PAN Card or Passport or Driving license

Original Required for Verification: No

No of Copies: One

8 Address Proof to open bank account for salary credit Copy of Rental Agreement or Driving license or Voter's ID If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name

Original Required for Verification: Yes

No of Copies: One

9 Four passport size color photographs. Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy. No other types of photographs would be accepted.

Original Required for Verification: Yes

No of Copies: Four

10 NSR Registration Number

11 Note down your parents' dates of birth for nomination in PF, Gratuity

Agreement Regarding Confidential Information and Proprietary Developments India

Manjushree R

1. Consideration and Relationship to Employment. As a condition of my employment with DXC or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I



understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

- 2. Confidential Information. This Agreement concerns trade secrets, confidential business and technical information, and know—how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:
- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company. I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).
- 3. Proprietary Developments. This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information. Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:
- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense. I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. Respect for Rights of Former Employers. I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with



my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

- **5. Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.
- **6. Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.
- 7. Protective Covenants. I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company. I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:
- (a) No Solicitation of Customers. I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with or accepting any order from any customer of Company for the benefit of a Competing Line of Business if I either had business—related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) No Solicitation of Company Employees. I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with an Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) No Solicitation of Company Suppliers. I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with an Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company. As used here, "Competing Line of Business" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business). "Company Employee" means an individual employed by or retained as a consultant to Company or its related corporations. "Company Supplier" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.
- **8. Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post—employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments



and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements. For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

- **9.** Relief; Extension. I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.
- Severability; Authority for Revision; Assignment; Governing Law. The provisions of this 10. Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.
- 11. Acceptance by Company. A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.
- **12. Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company





Lokendra Sethi

Vice President - Human Resources

FOR Employee

Name: Manjushree R

Manjushree R (Dec 6, 2021 19:31 GMT+5.5)

Date : Dec 6, 2021

Infosys®



Vinod S 1119738





Infosys Limited Electronics City, Hosur Road, Bengaluru 560100

Phone: +91 80 28520261

Employee Name Vinod S

Employee Number 1119738

<Toll Free Number>





This card is the property of Infosys Limited. The card usage is governed by the policies stipulated by Infosys Limited. Unauthorized use of the card is prohibited. If found, please return it to the above address.



Ref: TCSL/CT20192664173/1459950/Bangalore

Date: 22 February 2021

MS. SUSHMITHA KY Siddhalingeshwara Nilaya Near Ankitha School, Pragathi Extension, Maralur, Tumkur, Karnataka-572105. Tel# 919742701910

Sub: Joining Letter

Dear Ms. Sushmitha Ky,

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **04th March 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, **you will not be required to physically report at the TCS offices on the date of your joining**.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.



Ref: TCSL/CT20192650891/1293162/Bangalore

Date: 22 December 2020

MS. HARSHITHA K P

#C 001, Value Plus Apartment, Anajanapura Main Road, Narayana Nagara 1st Block, Kanakapura Main Ro

Doddakallasandra, Bangalore,

Karnataka-560062. Tel# 919483965240

Sub: Joining Letter

Dear Ms. Harshitha K P.

We would like to take this opportunity to extend a very warm welcome to TATA Consultancy Services Limited (TCSL) family.

We are pleased to inform you that your joining date at TCSL will be **27th January 2021**, your joining location is **Bangalore**, work location is **Bangalore** and your stream is **IT**. This has been provided considering your preference and business requirements.

Your wellbeing is our utmost priority in the current COVID-19 pandemic scenario across India. Keeping this in mind, and the regulations enforced by various states at this point, we have internally enabled a virtual onboarding process for our future TCSers. For the Virtual Onboarding Process, you will not be required to physically report at the TCS offices on the date of your joining.

TCS XP HR Team will reach out to you over email in the next few days to guide you further on the virtual onboarding process and steps to be taken to prepare yourself for onboarding.

Congratulations on completing the first phase of your learning through TCS Xplore Program. We appreciate your passion towards learning which has helped you to perform well. You are now set to experience learning through our coveted TCS Xperience Program.

Annexure

ILP aims at inculcating programming rigor and process mind-set and focuses to make you a work- place learner. ILP enables you to understand programming concepts, programming languages, databases and new technologies. It gives you the experience of a project life cycle in addition to continuously enhancing your soft skills and organizational knowledge.

ASPIRE, the Pre-ILP Online Learning Program is mandatory for all fresh recruits joining TCSL. This self-learning program aims at equipping you with basic knowledge in certain specified areas prior to you joining TCSL and attending ILP.

If possible, you would also need to prepare yourself on Tech lounge stream mapped to you. This will be the stream in which you will be undergoing ILP and no request for change in stream mapping will be entertained. Soon after you join ILP, Initial Readiness Assessment (IRA) will be conducted to evaluate your performance in Tech Lounge stream mapped to you.

You can access Aspire through TCS NextStep>>Launch Campus Commune>>Aspire

1. Documents

On the date of joining, you are compulsorily required to bring the following documents:

1.1 Academic Records

- a) Matriculation and Inter/Higher Secondary marksheets.
- b) All semester marksheets for post-graduation, graduation and diplomas, as applicable.
- c) Degree certificate/provisional certificate for post-graduation, graduation and diplomas.

1.2 Other Relevant Documents/Requirements

- a) Birth certificate issued by the concerned government authorities. Note: The class X and/or XII marksheets or certificates from the hospital/community and nativity certificate will not suffice. In case you do not possess a birth certificate containing your name (in English), date of birth and place of birth, you are required to obtain an affidavit on a ₹100 stamp paper signed by a notary with these details. Since this is a temporary arrangement, you will be required to furnish the birth certificate before the completion of ILP.
- b) A valid passport. In case you do not have a passport on the date of joining, you need to at least submit the proof of having applied for a passport, that is, copy of the receipt from the Passport office.
- c) Offer letter and joining letter.

Page | 1 Private and Confidential

- d) Date of birth details of the person you have nominated for Gratuity, Superannuation, Provident Fund and Health Insurance Scheme.
- e) Permanent Account Number (PAN) Card.
- f) Medical Certificate
- g) Aadhar card

Note: The originals of these documents need to be provided on joining for ILP. No provision for attestation would be provided at the joining place. The original documents stated above will be returned to you after scrutiny. You should have completed all course formalities, including project work and viva from your respective institute before you report for ILP. No leave is permissible during ILP.

1.3 Service Agreement

Please download the Service Agreement by clicking on 'Download Service Agreement for ₹100 Stamp Paper/ ₹50 Stamp Paper' link on TCS NextStep>>ILP Corner>>First Day at TCS>> Joining Formalities.

Note: Print the service agreement as given without any changes. Do not delete or rearrange the clauses. In the last page of Service Agreement, please ensure that the surety signature is present adjacent to the statement "As a token of his/her consent, he/she has signed this agreement as Surety". Only one Surety is required to complete the formalities in your Service Agreement. The Service Agreement needs to be duly completed, bearing your Surety's signature on the bottom part of all pages and at the designated places on the last page. A Surety can be a person who is an income tax payee.

- Please type the first page of the Service Agreement on a ₹100 stamp paper and attach the same to the remaining pages of the service agreement as given.
- If ₹100 stamp paper is not available, use two ₹50 stamp papers. Type the first two pages of the Service Agreement on a ₹50 stamp paper and attach the same to the remaining pages of the service agreement as given.
- The stamp paper should be purchased in your name.
- In case the Stamp Paper of the above mentioned denominations are not available,
 - Franking the service agreement on a non-judicial stamp is allowed.
 - E-Stamping of the Service Agreement is allowed if it is available for non-judicial stamp.

- The Service Agreement needs to be duly completed, bearing your Surety's signature on all pages (i.e. at the bottom of the pages) and at the designated places on the last page. A surety can be a person who is an Income Tax payee.
- At the beginning of your agreement, the agreement made date should be mentioned as your ILP start date. In the second page, duration of your training should be mentioned as 'Twelve months' and minimum period of service should be mentioned as 'One year'.
- You are required to produce the following documents of Surety's as an annexure to the Service Agreement. Only attested copies would be accepted. - Photocopy of PAN Card along with IT Returns/Saral /Form 2D/ Form 16/ Form 12B.

1.4 Surety Verification

Surety Verification form must be completed by your Surety, attested by a competent authority, and submitted along with your Service Agreement. You may get the completed form attested by any one of the following officials:

- Manager of a nationalized bank where the Surety holds an account.
- District collector of the district in which the Surety resides.
- Gazetted officer.
- Tehsildar of the village in which the Surety resides.
- Employer of the Surety, if the Surety is an income tax payee. In this case, attach a photocopy of Form 16, which has been issued to the Surety and signed by the Employer.

Alternatively, (instead of the Surety Verification Form) you may attach an attested photocopy of the Surety's valid passport, to the Service Agreement.

Note: Ensure that the signatures of the Surety affixed on the Service Agreement, Surety Verification form, Passport and other supporting documents (IT returns/PAN card) match.

The submission of these documents and your fulfilment of all requirements stated therein are absolute pre-requisites on joining TCSL, as well as to continued services in the company thereafter.

IT Services Business Solution Outsourcing

1.5 Affidavit/Notarized Undertaking

Please download the format by clicking on "Download Affidavit/Notarized Undertaking" link on TCS NextStep>>ILP Corner>>First Day at TCS>> Joining Formalities.

The detailed undertaking mentioning the below points is required to be printed on a ₹100 stamp paper and needs to be notarized.

- There is no criminal offense registered / pending against you.
- There is no disciplinary case pending against you in the university.
- If you were employed, a formal release letter from your previous employer.

1.6 Medical Certificate

Please download the Medical Certificate format by clicking on 'Download Medical Certificate' link on TCS NextStep>> ILP Corner>> First Day at TCS>>Joining Formalities. You need to get the medical certificate (in the format prescribed by TCSL) verified by a registered medical practitioner with minimum qualification as M.B.B.S and submit the certificate to the induction team at the time of your joining ILP.

1.7 Background Check Verification

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 unfavorable results, you will be liable to disciplinary action including termination of traineeship / service without notice.

You will be required to initiate the Background Check (BGC) online, immediately after acceptance of the joining letter to enable verification as per the policy. To initiate your BGC click on 'Initiate Background Check' button to fill up the Background Check form and upload scanned copies of necessary documents. Your Traineeship Job Offer is subject to successful completion of Background Verification.

Please upload the list of required documents for BGC by clicking on TCS NextStep>> Background Check >> Fill BGC Form.

IT Services Business Solution Outsourcing

1.8 Onboarding Forms

You are mandatorily required to fill and submit the Onboarding Forms before your joining date to smoothen your Onboarding process, failing which your joining formalities will not be completed. These forms are required to be filled as per statutory compliance norms. Onboarding forms consists of five forms:

- 1. Provident Fund (PF)/ Pension Scheme Nomination form (Form 2 Part A and Part B)
- 2. Gratuity Form (GF)
- 3. Superannuation Form (SF) only to eligible employees
- 4. Declaration Form (Form 9) (Two copies required)
- 5. Group Life Insurance (GLI)

Immediately after acceptance of the Joining Letter the Onboarding tab would be enabled in the left hand menu. You would have to fill all the Onboarding forms online and declare nominee(s) for the above mentioned forms.

Submit a Hard copy of the completed forms on the day of Joining ILP. Please read the Instructions carefully and refer to FAQs and sample forms against each form, to avoid any confusion.

Please complete all the Onboarding Forms by clicking on TCS NextStep (https://nextstep.tcs.com/campus) >> Onboarding

2. National Skills Registry

We request you to complete the registration and bio-metric process of NSR before joining ILP (please visit site www.nationalskillsregistry.com). If, under certain circumstances you are not able to complete the bio-metric, request you to visit the POS nearest to your ILP Centre and complete it. **We do not have any POS arrangements in our ILP Centres.**

IT Services Business Solution Outsourcing

3. Acceptance of Joining

We would like you to confirm your acceptance of joining this batch by clicking on the 'I Accept' button online. In the event of us not receiving an update, TCSL reserves the right to withdraw the offer. If you fail to join on the date provided in the TCSL Joining letter, the TCSL offer will stand automatically terminated at the discretion of TCSL.

4. Dress Code

We follow a formal dress code on all business occasions but allow business casuals for Friday and Saturday. Gents may wear full sleeved formal shirts, trousers, tie and black leather shoes. Ladies may wear salwar kameez, formal trouser and top or Sari. The detailed TCSL dress code policy is available on NextStep for your reference.

5. Contact Us

You may contact us on the toll-free number (1800-209-3111) or by email (ilp.support@tcs.com) for further clarifications



CGI Information Systems and Management Consultants Pvt. Ltd.

Regd. Office: e.city, Tower 2, No.95/1 & 95/2, Electronic City, Phase I (West) Bangalore – 560 100. India Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com

CIN: U72200KA1990PTC019138

Personal and Confidential October 16, 2020

Ms.Kavitha B # 20 1ST CROSS OPP OLD TOLLA GATE MYSORE ROAD Bangalore - 560026

Dear Kavitha,

I am delighted to offer you a role at CGI where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading top 5 independent information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of Associate Software Engineer and your Gross Compensation is INR 350,004/-

We will communicate to you the details of joining location, venue, date and time, basis business priorities. Your appointment will be effective on your joining date. If you do not confirm your acceptance within three working days, this offer will be withdrawn.

- To confirm your acceptance of this offer, you are required to communicate via email to your assigned Recruiter's CGI e-mail id and confirm your joining date. If you have questions, write to cgirccruitment.india@cgi.com
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the
 joining formalities
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-A
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via the above-mentioned email-Id for any queries regarding your employment offer.

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit
 from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date
 of on boarding failing which you will not be permitted to join
- You will be on Probation for a period of six (6) months from the date of appointment. You will be confirmed as a permanent employee at the end of the period of probation by a letter of confirmation, if your conduct and performance in the appointed position are found satisfactory during the period of probation. The Company shall have the right to extend the Probationary Period for a further period of six (6) months or a part thereof. The Probationary Period shall be deemed to have been extended unless notified otherwise in writing
- On joining, you will be part of various training programs devised by the Company to help you prepare for assignments as part of your employment with the Company. You acknowledge that the Company may incur considerable expenses to impart such training programs and consequently, you agree to serve the Company for a period of two (2) years effective from your date of appointment and execute a service agreement with the Company upon request. You will also have to sign the Employment Agreement with the Company
- You will be eligible for a performance revision as per company policy

HR\F\JD44120 Contd...2...



• This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. CGI will help you with relevant certificates required for the renewal. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment. It is a condition of your employment that you have a valid passport at all times

- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- On joining, continued employment, is conditional on successful clearance of such tests. These tests are
 administered basis the nature of the business for which you have been offered and are administered and governed
 at the sole discretion of CGI management
- Code of conduct: You will abide by the applicable rules and regulations in force from time to time and you are
 required to sign and abide by the Code of ethics and conduct as elucidated by the company as part of your
 performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may
 result in termination of your services without notice or compensation
 - a) You will not carry on any business or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information
 - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason therefore withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI
 - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information includes, but is not restricted to CGI's client names, the nature of our projects and all other technical and client related information. This information is not to be divulged to ANYBODY, including family, friends, and especially others in the same or similar competing businesses. Information pertaining to CGI operations and intellectual property is confidential and you will sign a Confidentiality and Non-Disclosure Agreement. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof
 - d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
 - Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
 - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct
 - iii. Besides, you shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards
 - e) All software developed by you and/or by the team of which you are a part, shall belong exclusively to the company. The company has the exclusive right over the intellectual property. You shall sign all relevant documents in this regard, as required, to assign and/or secure rights in favor of the company
 - f) You will be responsible for the safekeeping and return in good condition all the company property, which will be in your use, custody or charge

HR\F\JD44120 Contd...3...



Your initial posting will be in Bangalore. However, your services are transferable anywhere in India as also
anywhere abroad within the CGI group of companies. In case your services are transferred to any of our group
companies, you are required to abide by the rules and regulations pertaining to that company. You will carry out
your duties as per the instructions of your superiors from time to time

- Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential and should not be shared with anyone
- Non-solicitation: During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI
- Communication: Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions that you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy
- Unauthorized absence from work: Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the company, as specified
- Termination of employment: Your services may be terminated at any time by either side by giving fifteen days' written notice or salary in lieu thereof during the Probationary Period and two months' written notice or salary in lieu thereof after confirmation of employment with the Company. Whilst the company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI, you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case. In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, you shall be considered to be in the continued employment of the company without pay and shall continue to be bound to the terms of this letter and the terms of the agreements signed by you. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above
- Non-Competition: During the term of your employment with CGI, you shall not directly or indirectly compete
 with CGI in any manner whatsoever
- Restriction of Employment with Client/Customer: For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services to clients or customers to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI

HR\F\JD44120 Contd...4...



- You will keep us informed of any change in your residential address/contact details
- If your employment with the Company is terminated due to resignation or material breach of the terms of the employment prior to completion of two (2) years of service as required under this letter or any other period defined in the service agreement executed pursuant to this letter, effective such resignation or termination, as the case may be, you will fully reimburse the Company the training costs incurred by the Company and quantified in the service agreement, as liquidated damage. Further, you shall be liable to reimburse the joining bonus, transition bonus, notice pay and relocation expenses, if any, paid by the Company
- It is your responsibility to notify the Company of any changes in your personal information within three working
 days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature
 of civil or criminal initiated against you. Failure to notify will result in breach of the appointment terms. All
 notices shall be considered duly and properly delivered to the address on file with the Company
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will
 be entitled to leaves in accordance with the Company's policy as applicable from time to time
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties)
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will
 be entitled to leaves in accordance with the Company's policy as applicable from time to time
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you
- Condition of Hire: Your appointment is contingent upon satisfactory reference & background checks including
 verification of your application materials, education and employment history. Your employment is also
 contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete
 obligations or other restrictive clauses with any previous employer)
- Employment credential proofs submitted by you will be subject to background verification as per CGI standards. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation

HR\F\JD44120 Contd...5...



Your designation may be changed at the discretion of the Company depending on the work assigned to you

Total Experience	=	Relevant Experience + Weighted/Non-relevant Experience		Weighted/ Non-relevant Experience
0.0 Yrs.	=	0.0 Yrs.	+	0.0 Yrs.
Relevant Experience	=	Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI		
Weighted Experience	=	A weighted percentage is given to your <u>non-relevant</u> experience, either to your role or skill, for which you are being hired in CGI		

Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.

This letter supersedes all oral or written communication exchanged between you and CGI, prior to the date of this letter and commitments, if any, made during the selection process. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your boarding day.



• Base Compensation Components:

Designation : Associate Software Engineer		
Effective : October 19, 2020)	
Pay Components	Pay Components	Pay Components
Basic (Inclusive of D.A.)	21,500	258,000
Flexible Compensation Plan ⁻¹	4,053	48,636
Base Compensation	25,553	306,636
Provident Fund Company Contribution	2,580	30,960
Gratuity Fund Contribution	1,034	12,408
Gross Compensation	29,167	350,004

In addition to the above you are eligible for:

- Group Medical Insurance, Group Personal Accident Insurance and Group Term Insurance
- CGI will contribute towards **Share Purchase Plan (SPP)** upto 3.0% of Base Compensation; matching your contribution. It puts into practice company's philosophy of intrapreneurship through ownership. All regular full-time members are invited to participate upon their hiring. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares
- Target Profit Participation Plan (PPP) at 2.0% of Base Compensation on pro rata basis. It is designed to encourage high-performance work culture. Actual PPP payouts are based on performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of June 30th of the reference fiscal year (Oct-Sept) are eligible. The Corporate guidelines of PPP may be amended from time to time

Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

Note:

Flexible Compensation Plan⁻¹: Option includes components like Meal vouchers, conveyance, NPS, LTA, etc.

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you.

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

For CGI Information Systems and Management Consultants Pvt. Ltd.,

Rakesh Aerath Senior Vice President

I have read the terms and conditions of employment and the contents of the employment agreement and in token of my acceptance; I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date



Annexure-A

We request you to bring the originals, on your date of reporting to CGI for verification.

Please note that the below documents are mandatory for CGI's personnel records and will be subjected to background verification. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10 th class mark sheet & certificate
7	12 th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report



Offer Letter

December 23, 2019

Dear Arun Kumar,

Subject - Offer Letter.

Congratulations!!!

This has reference to your application for employment with **IVY MOBILITY SOLUTIONS PVT LTD** and your subsequent interview you had with us.

We are pleased to offer you a position as **Software Engineer Trainee in Band L1** at Ivy Mobility Solutions Pvt. Ltd.

The offered Cost To Company (CTC) **INR. 3,00,000/-** Per Annum **(Rupees Three Lakhs Only)** and your base location will be **Chennai, India**. You can join us on or before **January 06, 2020**. Please respond with your acceptance of this Offer of Employment within Three business days failing which the offer shall be considered Null and Void.

You will receive a detailed employment agreement along with the appointment letter which will detail the compensation structure, terms and conditions of your employment, Confidentiality and Code of Ethics as per "Ivy HR Policy" on the date of your joining.

Please note that your CTC is confidential, and you are not expected to share/discuss with anyone other than your Human Resource representative or your Manager.

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

We welcome you to a pursuit of excellence with Ivy Mobility Solutions!!!

For Ivy Mobility Solutions Pvt. Ltd

No.

Prasaanth Subbiah Senior Manager – Human Resources







Annexure A

Employee Name	Arun Kumar	·SM
Designation	Software En	gineer Trainee
Gross Salary with Benefits		
(Monthly)	23,613	
СТС	3,00,000	

* Please note: The below numbers are an illustration to help you understand your salary break-up and its various components

	Monthly	Annual	Description		
Regular Payroll					
Basic Salary	8,250	99,000	33% of Total CTC		
House Rent Allowance	4,125	49,500	50% of basic salary		
Food Coupons (Sodexo)	1,250	15,000	Fixed Amount		
Special Allowance	9,988	119,858	Balancing amount		
Gross Salary	23,613	2,83,358			
Other Benefits					
Company contribution to PF	990	11,880			
Gratuity	397	4,762	Any employee who leaves the organisation after completion of 5 years, gets 15 days of his last drawn salary multiplied by number of years of service put in for the organisation as Gratuity, as per the laws prevailing at the time.		
Total Other Benefits	1,387	16,642			
Total CTC	25,000	3,00,000			
Medical Insurance	Corporate Group Mediclaim policy for Self, Spouse and 2 Children with sum insured of INR. 2,50,000/-				
Wedical Histiance	Corpoi	Corporate Group Personal Accident Insurance with sum insured of INR 5,00,000/-			





Terms and Conditions

EMPLOYMENT AGREEMENT

We trust that the information provided by you is true and correct to your best knowledge and belief. This is a full-time position. While you render services to Ivy, you agree not to engage in any other employment, consulting or other business activity (whether full-time or part-time). By accepting this offer of employment, you acknowledge that the company has offered you employment based on the fact that there are no pending claims with any of your previous employers, and acceptance of this letter does not breach your recent / previous employment terms. On the date of joining you should obtain a clear discharge of relieving from your most recent and from all your previous employers. Ivy conducts background verification on Education, Employment, Criminal record and also any other verification related to your employment. If found mis-representing data will be strictly dealt with as per company policy and may even result in immediate termination. You will be working in probation for 6 months from date of joining and shall receive a confirmation letter post your probation period. During the probation, lvy shall have no obligations towards you other than payment of your salary.

You agree that Ivy does not have a duty to pay compensation in a manner that minimizes your tax liability, and you will not make any claim against Ivy or its Board of Directors related to tax liabilities arising from your compensation. You will be responsible for all procedural and other tax compliances, in relation to your income and activities in relation to or arising in terms of your employment agreement in any jurisdiction. You will pay any taxes from any jurisdiction on payments received under your employment agreement.

For purposes of immigration law, you will be required to provide to Ivy documentary evidence of your identity and eligibility for employment within India. Such documentation must be provided to us within Ten (10) business days of your acceptance of this offer. We would request that you provide original evidence of your identity and employment eligibility on your first day of employment.

TRAINING

During the period of probation, you will be provided suitable training by the Company to equip yourselves to deal with the job for which you have been offered a position. The training and employment terms would also be governed by the following apart from the regular employment terms, you would also be required to sign a document printed in INR 20/bond paper accepting the below conditions.

- Training would cover: a)
 - a. Refreshing foundations of Software Engineering.
 - b. Technology training specific to the area you would be working, this would involve internal and external trainers.

Tel: +91 22 6232 3500 (150 Lines)





- c. Mentorship by Senior Associates of the company investing significant time to ensure that you are trained well to deliver on the Job.
- d. Such a training program which extends between 4 to 6 months will involve a significant investment by the Company and we intend to protect the interests of the company by means of the below:

In the event, you leave the Company within 12 months period from the date of your joining, you shall make good the training expenses incurred by the Company, as per the details mentioned below: -

- i) If you leave the Company before completion of three months from the date of your joining, you will be required to reimburse the Company an amount equivalent to three months' gross salary INR 70,840/- (INR 23,613/month) + INR 50,000 towards your training cost.
- ii) If you leave the Company after completion of three months but before completion of twelve months' from the date of your joining, you will be required to reimburse the Company an amount equivalent to six months' gross salary INR 1,41,679/- (INR 23,613/month) + INR 50,000 towards your training cost.

PERFORMANCE APPRAISAL

Your performance will be reviewed annually, and the appraisal cycle is Apr - Mar. You may be eligible for salary revision based upon accomplishment of goals and objectives defined by the project managers. If you are in probation period during this time will not be eligible for appraisal.

BENEFITS

Food coupons:

Food coupons are part of the current compensation structure and is a mandatory component for all Ivy associates with a CTC of INR 2,65,000/Annum or above. INR 15,000/Annum is earmarked for food coupons and are exempted from tax.

You have the flexibility to opt out of the benefit at any time during the employment, such communication should be given before 10th of every month. We however recommend you avail this benefit as a tax saving option.

Annual leave and Holidays

All full-time associates of Ivy are eligible for annual leave as determined by the company leave policy. Paid leaves includes 6 casual leaves and 18 earned leaves for a calendar year. Associates during probation are eligible only for Casual leaves. Leave encashment will be processed either during the retirement from service or at the time of separation.

IS 654804 CIN # U72400TN2002PTC048858 WWW.ivymobility.com



Provident Fund (PF)

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.

Gratuity

Gratuity - Upon your end 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 ESIC

Employee State Insurance Corporation (ESIC)

In the event of your eligibility, 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.

Insurance

Group Medical Insurance - In accordance with the Company's policy, you and your immediate family Members (spouse, 2 dependent child) shall be covered under the Medical Insurance policy held by the Company. The sum insured will depend on your band within pay.

Personal Accident Insurance - You shall be covered under the Personal Accident Insurance Policy held by the Company. You will be paid up to Rupees 5,00,000 /- as Personal Accident Insurance.

NOTICE PERIOD

Your employment can be terminated by either party by giving 15 days of notice in writing during probation and 60 days after confirmation. In the event of breach of any of the terms / company policy / performance issue / prohibited conduct, Ivy reserves the right to terminate your employment without notice and with no obligation to pay any compensation.





Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai ? 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 210460

Letter of Intent ("LOI")

Dear Sandhya B,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited.**, (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LoI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear

the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Cappemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

- 1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
- 2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
- 3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com

Thanking you,
Yours Sincerely,
For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Sandhya B Analyst and A4

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be INR 3,00,000/- (Rupees Three Lakh only). Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will be revised to INR 3,80,000/- (Rupees Three Lakh and Eighty Thousand only). Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950 Page 3 of 3

Dear BHAGYASHREE M BACHA, Resume Number - 21057412

Based on our discussions with you, we would like to inform you of our intent to offer you the role of **Project Engineer** which will be in Career Band **TRB-II** of the organization.

Deloitte.

Deloitte Consulting India Private Limited Salarpuria Softzone, Sy. No. 80/1, 81/1 & 81/2, Bellandur Village, Varthur Hobli, Bengaluru South Taluk, Outer Ring Road, Bengaluru – 560103, India

Tel: +91 080 6755 5000/ +91 080 6755 4000 www.deloitte.com

Jan 19, 2022

Mr. Manoj H Jayapooja Nilaya, Lakshamma Badavane, Hiriyur, 577598 India

Subject: Offer of Employment

Dear Manoj:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Analyst** based in **Bengaluru**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **February 7, 2022**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. During your employment, the Company may require you to work on any project that you are assigned to, on any technical platforms/skills and nature of the project, in differentiated work timing, at designated work space and location as may be decided by the company.

As part of your annual compensation, you will receive a Total Salary of Rs./₹ 460,008/ - and, will be eligible for a performance linked variable bonus. At your level, the variable bonus opportunity could range from 0-10% of your Total Salary. The actual paid amount could vary depending upon the business and individual performance each fiscal year and, in some situations, could exceed the payout range indicated. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of **Rs./₹ 75,000/-** subject to your reporting for full-time employment on **February 7, 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within **12 months** of your start date.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in **Annexure B**, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters. Because the Employer is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in **Annexure B**.

Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. We would like you to join the Employer on **February 7**, **2022**, or an alternative mutually agreed upon date.

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India

 This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services if their shift timings are between 8:30 pm - 6:00 am in Hyderabad; 9:30 pm - 6:00 am in Mumbai; and 8:00 pm - 6:00 am in Delhi and Bengaluru. Additionally, in Mumbai and Delhi, the firm also provides day-transportation services from central locations to the office and back, at time periods other than those stated above and the associated costs for this conveyance allowance is INR 2,000, deducted on a monthly basis from the payroll, for professionals choosing to opt for the service.

This letter and **Deloitte Consulting India Private Limited** employment application are intended to be final. To accept the offer and the terms of this letter, please sign below in the space provided within three business days.

Manoj, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

For Deloitte Consulting India Private Limited Best regards,

	DocuSigned by:
	Chandra Shekar Hegganur Shivaramu
By:	C80FD269735643C
,	Signature

Authorized Signatory

Acceptance

Date

I, Manoj, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

DocuSigned by:

DDFE5849FE62454...

Jan 20, 2022

Signature

This is a system generated offer

Annexure A

Mr. Manoj H Analyst

Description	Monthly	Annual		
	(Rs. per month)	(Rs. per Annum)		
Basic Pay	13,450	161,400		
House Rent Allowance (HRA)	6,725	80,700		
Special Allowance1a & 1b	8,365	100,380		
Leave Travel Allowance2	1,345	16,140		
Differential Allowance	4,449	53,388		
Meal Card ³	2,200	26,400		
Employer's contribution to PF	1,800	21,600		
Total Salary (in Rs.)	38,334	460,008		
Variable Bonus*		You will be eligible for a performance linked variable bonus. If applicable, it will be paid out on the 31st of August on the basis of your performance and performance of the business		
Medical Insurance Premium ⁴	3,014	36,167		

^{*}The Variable Bonus will vary, primarily based on your performance and the performance of the business, during the Employer's fiscal year which is June through May. Your performance will be formally assessed as a part of the Employer Performance Review Cycle Process. At your level, the variable bonus opportunity could range from **0-10**% of your Total Salary. The actual paid amount will vary depending upon the business and individual performance and in some circumstances, could exceed the payout range indicated. The performance of all the employees who have joined the Employer prior to March 1st will be assessed for the fiscal year ending in May. The disbursement of a Variable Bonus, if applicable, is subject to you being active on the rolls of the Employer on August 31st following the close of the fiscal year. For employees joining during the period March 1st to May 30th, a prorated Variable Bonus, if applicable, will be based on the first year-end review ratings in the subsequent year and paid on August 31st of that subsequent year. The Variable Bonus will not be paid in the event of termination of employment for any reason on or before the disbursement time. The application and interpretation of, and any determinations related to, the Variable Bonus is at the sole discretion of Employer. Employer may amend or terminate the Variable Bonus at any time.

All compensation and benefits are based on employee's position with the Employer in India.

Contd/-....

Annexure A

¹All employees may claim tax exemption, subject to tax rules from time to time, from their Special Allowance component, expenses incurred towards communication and Fuel & Maintenance Expenses as per eligibility mentioned below:

Employee Level -Analyst

^{1a}Communication Expenses

^{1b}Fuel Expenses

Only one Post paid mobile, one Land Phone and One internet connection bill(s) can be claimed. Petrol / Driver / Insurance / Repairs & Maintenance

Rs./**₹3,000**/- per month

Rs./₹7,500/- per month

^{1b} For claiming vehicle running expenses (Fuel / Repairs & Maintenance expenses) the vehicle has to be in the name of the Employee and the current tax rules are as under. The above limits will be applicable for all those who are on company car lease program and the below limits will apply for all those who are on self-owned car. In case of company leased car, taxability would be as per the current perquisite valuation rules.

Nature of Expenses	Own Vehicle –Maximum Tax exemption limit per month		
	4 Wheelers (Engine Capacity)		
	<= 1600 cc	> 1600 cc	Two Wheelers
Fuel & Maintenance	Rs. 1,800	Rs. 2,400	Rs. 900
Driver's Salary	Rs. 900	Rs. 900	Not applicable

All employees at and above Senior Staff are eligible for the company car lease program. If you choose to avail of this benefit, the amount towards lease rental will be paid by the firm on your behalf to the leasing company and your compensation structure will be adjusted accordingly. A revised letter with the new compensation structure will be issued that will supersede this letter for all practical purposes.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

Submission of false, tampered or altered bills as proof of expense for any of the above components will result in disciplinary action including termination of employment.

Your compensation above is subject to income tax deduction per rules and guidelines prescribed under the prevailing tax laws. This may change from time to time in line with the amendments done in tax laws.

^{1a} The internet/telephone/mobile bills should be in the Employee's name.

 $^{^2}$ The Leave Travel Allowance (LTA) will be paid on a monthly basis as an allowance with tax deducted at source. If you choose to avail the tax benefit on LTA, you should submit proof of expenses incurred by you for Self and / your immediate dependents. The taxability or otherwise of LTA will be as per the Income Tax Act 1961, details of which will form part of the LTA Form.

³ Meal Card amount will be credited at the start of each month and for the first month (For New Hires) prorated amount will be processed as part of payroll. If not collected, it will be processed as a taxable amount with the salary.

⁴ Annual Floating Medical Insurance Coverage for self and 6 dependents is being paid by the Employer on your behalf. The premium amount is subject to change every year post renewal of insurance policy. In case you opt for an enhancement of the coverage limit, the additional premium will be adjusted accordingly from the special allowance.

Deloitte.

Manoj H Bengaluru

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by Deloitte Consulting India Private Limited, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office Salarpuria Softzone, Sy. No. 80/1, 81/1 & 81/2, Bellandur Village, Varthur Hobli, Bengaluru South Taluk, Outer Ring Road, Bengaluru - 560103, India (the "Employer") as Analyst and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

- 1. Defined Terms. The italicized terms in this agreement (the "Employment Agreement") are defined in Exhibit A hereto.
- 2. Pre-existing Agreements or Arrangements. I warrant and agree that I have listed on Exhibit B all Pre-existing Agreements or Arrangements. The Employer expects me to abide by all restrictions or obligations that are contained in such Pre-existing Agreements or Arrangements and to avoid involvement, while employed by the Employer, in any matter that could pose a conflict as a result of confidential information or intellectual property obtained by me prior to my Employment. I further represent that none of these restrictions or obligations, including those set forth in any non-compete agreements with prior employers, is inconsistent with my acceptance of the Employer's offer of Employment or my becoming, and serving as, Analyst of the Employer. To the extent applicable and if I am joining the Employer after having served as an employee or official of the United States Government, I further represent that: (1) I have disclosed my prior participation, if any, in any discussions or negotiations with, or decisions to award contracts to, the Deloitte U.S. Firms while I was employed by the United States Government; and (2) I had either recused myself or had not played an active role in the applicable United States Government agency's decision to award any contracts to the Deloitte U.S. Firms while I was employed by the United States Government.

PROTECTION OF OUR BUSINESS

- 3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on Exhibit C to this Agreement, I represent and warrant that I have no Proceedings to report. Should I become a subject of any Proceedings during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
- 4. Confidentiality. I acknowledge that, by virtue of my Employment, I will acquire and be exposed to, have access to, make use of and/or create Confidential Information. Therefore, I agree to hold in trust and confidence all such Confidential Information. I will neither disclose any such Confidential Information to anyone outside a Deloitte Entity without the prior written approval of an Authorized Signatory, except as required by my authorized duties for the Employer, nor use any such Confidential Information for any purpose other than for the benefit of a Deloitte Entity.
- 5. Third Party Information and Property. I agree that during my Employment, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an Authorized Signatory. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the Deloitte Entities become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the Deloitte Entities for any legal defense costs and/or damages related to any such claim.
- 6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
- 7. Competing Activities and Conflict of Interest. During the period of my Employment I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a Deloitte Entity, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a Deloitte Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with a Deloitte Entity. Such conduct shall include, but not be limited to, having an undisclosed financial

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India

GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976 interest in any vendor or supplier of a *Deloitte Entity*, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with a *Deloitte Entity*, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a Deloitte Entity, I will use and have access to the Systems. I also acknowledge that aDeloitte Entity has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such Electronic Communications are considered part of a Deloitte Entity's business and client records and are not to be considered private or personal to me or any other Personnel. I further acknowledge that this right extends to Electronic Communications transmitted for either a business or personal purpose.

I agree that I am authorized to access the *Systems* only for approved business purposes and occasional personal use if such use does not interfere with my work responsibilities and other required business activities, business operations, or *Systems* performance. However, I also acknowledge that such occasional personal use does not create an expectation of privacy as to any of my personal *Electronic Communications* and, as such, are *Deloitte Property*.

I further acknowledge that I am not authorized to use the *Systems* for personal gain or any illegal or unethical use. I agree that under no circumstances am I authorized to access any of the *Systems* for the purpose of obtaining *Deloitte Property* for a competitor of a *Deloitte Entity*, transmitting *Deloitte Property* to me (e.g., emailing *Confidential Information* to my personal email address) or to a third party for purposes other than furthering the business objectives of a *Deloitte Entity*. I am not authorized to download a *Deloitte Entity's Confidential Information* or other *Deloitte Property* to removable media such as a CD Rom, disk or thumb drive other than as authorized for furthering the business objectives of a *Deloitte Entity*.

I will be responsible for the safe keeping and return in good condition and order of all the Deloitte Property that may be in my use, custody, care or charge. For the loss of any Deloitte Property in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

9. Security. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it. I am required to display my identity card to the appropriate security personnel on demand and at all times within the office premises.

10. Ownership of Works.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all *Works* are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all *Intellectual Property Rights* therein vest automatically in the Employer upon creation of the *Works*. I agree that, to the extent any *Work* is held not to be a work made for hire, I hereby irrevocably assign all *Intellectual Property Rights* in the *Work* to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my *Employment*, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any *Works* to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any *Intellectual Property Rights*, and otherwise perfecting, protecting and enforcing said *Intellectual Property Rights* in, any *Works*. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such *Works* and *Intellectual Property Rights* therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any *Works*.

I also agree to assign all my right, title and interest in and to any particular Works to a third party as directed by the Employer.

In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any *Works* assigned hereunder to the Employer.

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India

- d. During a 12 month period after termination of my *Employment*, I agree that any *Intellectual Property* I create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using *Deloitte Property*, is a *Work* that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting *Intellectual Property* of the *Deloitte Entities*.
- e. I agree 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 Employer) of all *Works* developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- **11.** Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on **Exhibit B** all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on **Exhibit B**, and **Exhibit B** has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such **Exhibit B**. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- **12. Post-** *Employment* **Restrictions re: Clients.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or serving of certain clients related to my work for a *Deloitte Entity* would necessarily involve the unauthorized use or disclosure of *Confidential Information*, and the proprietary relationships and goodwill of the *Deloitte Entities*, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another *Deloitte Entity* with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my *Employment* and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a *Deloitte Entity* with which I had personal contact and provided services during the two-year period prior to termination of my *Employment*.
- 13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a Deloitte Entity and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a Deloitte Entity solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a Deloitte Entity neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on Exhibit D expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on Exhibit D by an Authorized Signatory who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.
- **14. Future Employment with Clients.** Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a *Deloitte Entity*. Before entering into substantive discussions with an *Attest Client* regarding any employment opportunity, I acknowledge and agree that during my *Employment* and for five years thereafter I must first notify *Independence* and obtain prior written approval from *Independence*. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the *Deloitte Entities* with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the *Deloitte Entities* or their respective *Attest Clients* under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an *Attest Client*. Further, I acknowledge and agree that because of, among other things, the importance of the *Deloitte Entities* remaining in compliance with applicable independence rules, such approval may be withheld by *Independence* in the event that my employment with an *Attest Client* would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a *Deloitte Entity* with respect to such *Attest Client*.
- **15. Restrictions re:** *Personnel* **and Contractors.** I acknowledge that, because of the nature of my work for a *Deloitte Entity*, my solicitation or hiring or of any of its *Personnel* or contractors of the *Deloitte Entities*, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of *Confidential Information* or the proprietary relationships and goodwill of the *Deloitte Entities*. Accordingly, during my *Employment* and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any *Personnel* to leave a *Deloitte Entity*, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any *Personnel*; or (c) cause a contractor of a *Deloitte Entity* to cease providing

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

services to, with, or on behalf of the Deloitte Entity.

16. Post- *Employment* **Restrictions re:** *Deloitte Property*. Upon termination of my *Employment*: (a) I will not use or disclose *Deloitte Property*, including, but not limited to, *Confidential Information* and *Works*, for any purpose; (b) I will not retain or take with me any *Deloitte Property*; (c) I will immediately deliver to a *Deloitte Entity* at any location that it designates, at my expense, within one business day after the termination of my *Employment* or on an alternate date designated by a *Deloitte Entity*, any *Deloitte Property* that I may then or thereafter hold or control; and (d)I agree to allow a *Deloitte Entity* to inspect any of my personal or home computers, including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any *Deloitte Property* resides on such computers and to permit a Deloitte Entity to remove such *Deloitte Property*.

OTHER POST- EMPLOYMENT OBLIGATIONS

- **17. Transition of Work and Cooperation.** Upon termination of my *Employment* for any reason, I will cooperate with a *Deloitte Entity* in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a *Deloitte Entity* in connection with any threat of or actual legal proceeding against a *Deloitte Entity* or any client, customer or licenser of a *Deloitte Entity* arising out of any matter with or of which I had contact or knowledge during my *Employment*.
- **18. Notification of Post-** *Employment* **Obligations.** I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my *Employment* ends, I agree that a *Deloitte Entity* shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
- **19. Certification.** I agree that during or after my *Employment* I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

- **20. Equitable Relief and Attorney's Fees.** I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the *Deloitte Entities* and that, in addition to other remedies, the Employer on behalf of itself or another *Deloitte Entity* is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a *Deloitte Entity* will be entitled to the payment of the *Deloitte Entities'* reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my *Employment*, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.
- **21. Liquidated Damages: Client Fees.** I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
- **22. Liquidated Damages: Compensation.** I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
- **23. Right of Inspection.** I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

- 24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in Bengaluru, Karnataka, India and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
- 25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an Authorized Signatory.
- 26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.
- 27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.
- 28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
- 29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other Deloitte Entity with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a Deloitte Entity and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my Employment, this Employment Agreement will control.
- 30. Transfer and Assignment. Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any Deloitte Entity in connection with my transfer to that Deloitte Entity or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any Deloitte Entity to which I may be transferred during my Employment, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
- 31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

I have read the foregoing, understand it, and agree to comply with its terms.

For Deloitte Consulting India Private Limited



OMKAR CHANDRAMOULI KONCHUR

Talent

Effective as of February 7, 2022 ,	I accept all the terms and	I conditions of the Employe	r as stipulated in this	Employment
Agreement.				

DocuSigned by: DDFE5849FE62454	Manoj
Signature	Name

EXHIBIT A

The definitions below apply to the italicized terms that appear in the Employment Agreement (including the exhibits):

Attest Client - attest client (or an affiliate of such client) of Deloitte & Touche LLP or a Deloitte Entity.

Authorized Signatory - a director, officer or other person who is authorized to sign on behalf of a Deloitte Entity.

Confidential Information – any information not generally known to the public, in any *Form*, that (1) relates to the operation of a *Deloitte Entity* or provides the *Deloitte Entities* with a competitive advantage, (2) consists of Personally Identifiable Information (*PII*) or other personal information about *Personnel*, client and other third party personnel, independent contractors, subcontractors, agents, vendors, suppliers or others which the Employer or another *Deloitte Entity* receives in the course of business, and (3) all other information entrusted to the Employer or another *Deloitte Entity* by clients and other third parties. *Confidential Information* includes, but is not limited to, *Intellectual Property*, supplier information, designs, business or marketing plans, forecasts and financial information, tax returns, tax identification numbers, agreements, client or prospective client lists, specific information about clients or prospective clients such as preferences for specific products and services, client or prospective client needs based on financial history and past purchases of services, client or prospective client development plans, specific rates charged to a client or offered to a prospective client and other business or client records. *Confidential Information* also includes, but is not limited to, debit or credit card information, employment applications, organization charts, performance ratings and other personnel records.

Deloitte Entity – the Employer, Deloitte LLP, and any corporation, company, partnership, limited liability company or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by Deloitte LLP (the "Deloitte U.S. Firms"), including but not limited to Deloitte LLP subsidiaries in India, the Deloitte Touche Tohmatsu verein, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Limited ("DTTL") or any member firm of DTTL or affiliate thereof (collectively, the "DTTL Member Firms") or (ii) controls, is controlled by or is under common control with any of the entities listed in clause (i); or (b) in which any *Personnel* participated on its behalf, or carried out any duties with respect to its affairs. For purposes of this Employment Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Deloitte Property – *Confidential Information, Systems,* equipment, debit and credit cards issued in connection with my *Employment,* furniture, facilities and any and all other materials owned, licensed or leased by a *Deloitte Entity,* including, without limitation, computerized or electronic information and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment in any capacity.

Deloitte India (Offices of the US) - The following companies shall be deemed to be the affiliates of each other and are collectively referred to as Deloitte India (Offices of the US): (i) Deloitte Consulting India Private Limited (ii) Deloitte Tax Services India Private Limited (iii) Deloitte Support Services India Private Limited (iv) Deloitte Financial Advisory Services India Private Limited and (v) Deloitte & Touche Assurance & Enterprise Risk Services India Private Limited.

Electronic Communications – all text, audio, video, images, information, data, files and attachments created, displayed, sent, received, posted, accessed or stored, whether deleted or not, by means of the *Systems*.

Employment – the nature of my relationship with the Employer or a *Deloitte Entity* pursuant to this Employment Agreement. Alternatively, and depending on context, *Employment* is the period of time during which this relationship persists.

Form - paper, computer disc, USB drive, website; any other tangible or electronic medium by which information may be stored or accessed; and human memory.

Independence – National Office (Independence) of Deloitte LLP.

Intellectual Property - works of authorship (including, without limitation, books, articles, data compilations, software and other copyrightable materials), materials, patents, inventions, designs, techniques, methodologies, processes, discoveries, know-how, ideas, trade secrets, moral rights, trademarks and other indicia of origin together with the goodwill therein, and all patent applications, copyright and trademark applications and registrations, and extensions and renewals thereof, throughout the world.

Intellectual Property Rights – all rights, title and interest in Intellectual Property.

PCAOB – the United States Public Company Accounting Oversight Board.

Personal Creations – *Intellectual Property* that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using *Deloitte Property* or *Personnel* (during work hours), facilities, *Confidential Information* or *Works* of a *Deloitte Entity*, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a *Deloitte Entity*, and (3) it does not result from any work performed by me and the *Personnel* (during work hours) for a *Deloitte Entity*.

Personnel - partners, principals, members, officers and employees of a Deloitte Entity.

PII – information (excluding business contact information such as an individual's name and one or more of the following: organization name, organizational title, organizational role, business address, business telephone number (including business cell phone number and business email address) relating to an identified or identifiable natural person. An identifiable natural person is a natural person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Set forth below is a non-exclusive list of information that constitutes PII when such information relates to an identified or identifiable natural person:

- Account number (bank account, credit card, etc.)
- Address
- · Biometric identifier
- · Certificate or license number
- · Date of birth
- Government identifiers (such as PAN)
- Name*
- Personnel Number
- Photograph or video identifiable to an individual
- · Vehicle identifier or serial number
- Other information related to an individual that may directly or indirectly identify that individual (e.g., salary, performance rating, purchase history, call history, etc.)

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any *Pre-existing Creations*; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my *Employment* (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

Pre-existing Creations – any *Intellectual Property* and *Intellectual Property Rights* that were developed or created by me, alone or with others, or otherwise acquired by me, before the period of my employment in any capacity with the Employer, in which I claim any ownership or right.

Proceedings – past or pending (1) actual or threatened claims or complaints of, or arising out of service to, present or former clients, (2) regulatory, self-regulatory, disciplinary, administrative, civil or criminal investigations, inquiries, charges, complaints, actions, sanctions, alternative dispute resolution proceedings, other proceedings or matters (other than criminal proceedings which relate solely to the operation of a motor vehicle) of any kind or nature, in India or any other jurisdiction, against me, including criminal proceedings arising out of my provision of professional services, proceedings brought by a professional association, or proceedings involving the Securities and Exchange Board of India, United States Securities and Exchange Commission or the PCAOB, other professional bodies like the Institute of Chartered Accountants of India or (3) matters of any kind or nature which could adversely affect my association with the Employer or my ability to perform my duties or responsibilities to the Employer, whether set forth in this Employment Agreement or otherwise, or my registration with or licensure by any governmental, quasi-governmental, or other regulatory agency, body or entity, in or outside the United States or India.

Systems – the communications systems or any part of such systems that a *Deloitte Entity* owns, licenses or operates and approves for use, including, but not limited to, e-mail, text messaging, Lotus Notes, Deloitte Online (eRoom), instant messaging, local area network, wide area network, Intranet (e.g., DeloitteNet, D Street), Internet, extranet, collaborative tools (e.g., blogs, wikis, etc.), laptop and desktop computers, servers, air cards, Personal Digital Assistants, cell phones, telephones and voicemail.

Works - all *Intellectual Property*, in any *Form*, created by me, alone or with others, during the period of my*Employment* that (1) is created within the scope of my *Employment*; (2) relates in any manner to the actual or anticipated business, research, or development of a *Deloitte Entity*; (3) results from any work assigned to or performed by me, alone or with others, for the Employer; or (4) is created with the use of *Deloitte Property*.

^{*} Note: When an individual's name is used with PII that is not business contact information, it is included in the definition of PII.

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the Pre-existing Creations listed, and makes no admission that any Pre-existing Creations listed are owned by me.

[If yes, please enter details below]

Yes, I do have Pre-existing Creations, Pre-existing Agreements or Arrangements

X No, I do not have Pre-existing Creations, Pre-existing Agreements or Arrangements

<u>Title</u> <u>Date</u> <u>Brief Description</u>

DocuSigned by: DDFE5849FE62454	Jan 20, 2022
Signature	Date
Manoj	
Name (Print)	

ACCEPTED AND AGREED TO:

Deloitte Consulting India Private Limited

k.c. Chile

OMKAR CHANDRAMOULI KONCHUR Talent

Its: Authorized Signatory

Jan 19, 2022

Date

An Authorized Signatory's signature is required only if Pre-existing Creations or Pre-existing Agreements or Arrangements are listed pursuant to Paragraphs 2 and 11 of this Employment Agreement. The signature of an Authorized Signatory indicates his or her judgment made in light of Paragraph 2 that Pre-existing Creations, if any, are described and explained in sufficient detail so that the likelihood of confusion between the employee's Pre-existing Creations and the Intellectual Property of a Deloitte Entity can be avoided or minimized in the future and further indicates that the Pre-existing Agreements or Arrangements have been obtained and reviewed and that the Authorized Signatory is satisfied that such Pre-existing Agreements or Arrangements will not interfere with the employee's ability to comply with the requirements of this Employment Agreement.

EXHIBIT C

Pro	cee	di	nas

[none, unless otherwise specified]

Yes, I do have ${\it Proceedings}$ to report

χ No, I do not have *Proceedings* to report

My signature below certifies that to the best of my knowledge, the information I have provided above, pursuant to Paragraph 3, is complete and accurate.

DocuSigned by:		
DDFE5849FE62454	Manoj	Jan 20, 2022
Signature	Name	 Date

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India

EXHIBIT D

Exceptions to Post-*Employment Restrictions: re: Clients*

[none, unless otherwise specified]

As specified in Paragraph 13, I agree that after a period of three (3) years from my start date or the date of my employment, as the case may be, the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.

Yes, I do have Post-*Employment* Restrictions

re: Clients

X No, I do not have

Post-Employment Restrictions

re: Clients

Name of Client

Specified Kind of Services(s) Permitted

ACCEPTED AND AGREED TO:

Deloitte Consulting India Private Limited

k. Chile

Signature

OMKAR CHANDRAMOULI KONCHUR Talent

Its: A	Authorized Signatory	Jan 19, 2022	
100.	That is it i	Date	
I have r	ead and understood the above policy terms.		
DocuS	igned by:		
	849FE62454	Manoj	Jan 20, 2022

Name

An Authorized Signatory's signature is required only if information is provided pursuant to Paragraph 13 of this Employment Agreement. The signature of an Authorized Signatory indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient specificity.

Date

Terms and Conditions of Service

In continuation to our offer of employment with Deloitte Consulting India Private Limited (the "Employer"), please note the terms and conditions of service.

The italicized terms in these Terms and Conditions of Service are defined in Exhibit A of the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement hereto.

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

Deloitte & Touche LLP performs attest services for certain of its clients and is subject to the independence requirements of, among others, the United States Securities and Exchange Commission (SEC), the United States Public Company Accounting Oversight Board (PCAOB), and the American Institute of Certified Public Accountants (AICPA). These requirements mandate that certain of the Employer's employees and their relatives be independent of some or all of such attest clients and their affiliates in accordance with the policies of Deloitte LLP and its subsidiaries (the "Deloitte US Entities").

Upon joining the Employer, you will be asked to review a listing of the attest clients and the affiliates of such clients of certain of the Deloitte US Entities and disclose relationships or financial holdings that you or your relatives may have that could affect the independence of the Deloitte US Entities. Any relationships or holdings that conflict with, among other things, the requirements of the SEC, the PCAOB or the AICPA or the independence or ethics policies of the Deloitte US Entities will need to be resolved immediately. Further, you will be required to comply with these policies throughout your career with the Employer, including, when applicable, maintaining a current list of certain of your financial interests (but not their value) in the independence tracking system.

As a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the independence representation. An example copy of this representation form is available for your reference on www.deloittenet.com. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to www.deloittenet.com and Independence for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by Deloitte LLP representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Deloitte LLP's internal audit team. Please be assured that Deloitte LLP fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Deloitte LLP to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult Independence should you require any further information or if you have any specific concerns in this respect.

2. NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT ("Employment Agreement")

You will be expected to sign the Employer's Employment Agreement. Please contact Talent for further details.

3. HARRASSMENT POLICY

Administrative Policy Release ("APR") 213 is the Employer's policy prohibiting harassment. Deloitte LLP's subsidiaries located in India ("Deloitte India (Offices of the US)") are committed to providing a working environment that is free from harassment based on caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis, in accordance with applicable Indian central, state or local law. Expressly forbidden are unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Depending on the circumstances, such harassment may also include conduct such as stereotyped or demeaning remarks or gestures or the display or circulation, whether in writing or electronically, of materials or pictures offensive to persons because of their caste, place of birth, race, religion, creed, color, citizenship, national origin, age, sex, gender, sexual orientation, marital status, disability, genetic information or any legally protected basis in

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

accordance with applicable Indian central, state or local law. The full policy will be accessible to you on DeloitteNet after joining Deloitte U.S. India.

4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

You will be provided with your standard working hours, which may vary over the course of your career. The Employer may, from time to time, subject to applicable laws, require the employee to work beyond these hours.

You shall be entitled to paid holidays and leave as per the Employer's policies.

Women employees are eligible for maternity benefits as per the recent amendments (2017) in the maternity benefit act, 1961, including having 26 weeks of maternity leave with pay, as applicable.

5. RETIREMENT AGE

The age of retirement for employees of Deloitte India (Offices of the US) is 60 years. Your employment will therefore automatically terminate at the end of the month in which you attain 60 years.

6. TRANSFERS

You may be transferred, assigned, or asked to attend training at the offices of a Deloitte Entity or its clients or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the transfer, assignment, or training.

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **60 Days**, by either side and/or salary in lieu of notice period on part of the Employer only.

The Employer expects all employees to maintain the highest standards of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel, including but not limited to the Code of Ethics and Professional Conduct.

In the event of any breach of the Code of Ethics and Professional Conduct, non-performance of a contractual obligation or the terms and conditions laid down in this Annexure, or if you engage in any misconduct whether or not in connection with or affecting the business or affairs of the Employer or the work conduct, as specified by Employer, you will be subject to disciplinary action up to and including termination of your services/ employment with the Employer without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

8. MISCONDUCT

Misconduct may include but is not limited to:

- Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

- Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement including disclosing to any unauthorized person any *Confidential Information* or *PII*.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218 OutsideEmploymentActivities US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any *Deloitte Entity* or its clients.
- Engaging in any illegal activities.
- Workplace violence, including threats of physical violence.
- Corporate credit card delinquencies.
- Causing damage to the property of the Employer, any Deloitte Entity, its clients, or their respective personnel
- Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any *Deloitte Entity*, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any *Deloitte Entity* sponsored event.
- Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a Deloitte Entity as applicable.
- Excessive personal use of the Employer's telephone, fax or computer systems.
- Failure to adhere to applicable laws.
- Any act prejudicial to or in conflict with the interests of the Employer or a Deloitte Entity.

The above terms and conditions are based on, and should be read in conjunction with, the Employer's policies, guidelines, procedures and other rules currently applicable, including but not limited to Administrative Policy Releases (APRs) and Deloitte India (Offices of the US)'s other policies, guidelines, rules, and regulations. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, and guidelines would be posted on the Employer's Intranet site i.e.

https://deloittenet.deloitte.com/Pages/Home.aspx for employee reference. The policies will be updated from time to time in the future and we deem to have your consent to any and all such changes. Furthermore, upon acceptance of employment with the Employer, you may be requested to read and acknowledge acceptance of various policies and guidelines of the Employer. It is expected that you will read and acknowledge all such communications.

Effective as of February 7,	2022 , I accept a	II the terms and	conditions of the	Employer as	stipulated in th	nese Terms and
Conditions of Service.						
DDFE5849FE62454			Manoj			
Signature		Name				

Deloitte.

Jan 19, 2022

Mr. Manoj H

Jayapooja Nilaya, Lakshamma Badavane,

Hiriyur, 577598

India

Training Bond

Dear Manoj:

On behalf of **Deloitte Consulting India Private Limited**, please accept our congratulations on your recent offer of employment to join the Company as **Analyst** pursuant to the terms and conditions of your offer letter dated **February 7**, **2022**. You made a very favorable impression with everyone you met and we are excited about the possibility of you joining the Company.

As you may be aware, as a condition of employment with the Company, you may be required to travel Overseas to attend a series of training sessions for a period of up to 90 days. This training will be a combination of classroom procedural training as well as on-site training to observe employees conducting similar work at various client locations. This training represents the confidence we have in your ability to be a valuable member of the practice of the Company.

As per Company policy, we kindly bring to your attention that all employees attending training overseas are required to sign a Training Agreement which will obligate the employee to repay a calculated amount of the costs associated with the training, only if the employee resigns his/her position or are terminated for cause within a specified period after completion of the training (usually between 6 to 18 months). This repayment obligation disappears after the specified period of time has lapsed.

We all look forward to seeing you again soon and having you join our team of outstanding professionals.

Sincerely,

For Deloitte Consulting India Private Limited

Docusigned by:

Chandra Shekar Hegganur Shivaramu

C80FD269735643C..

By:

Signature

Authorized Signatory



Registered Office Address: 7th Floor, MFAR Green Heart-Phase 4, Manyata Embassy Business Park, Outer Ring Road, Nagavara, Bengaluru - 560 045. Tel.:+91-80-3368 8200 Corporate Identity Number: U32304KA2007FTC041366

30th August 2021

Vinay B R Sri Kanakachala Krupa 3rd Main Road, Nrupathunga Extension Shettihalli, Tumkur- 572102

Dear Vinay,

We are pleased to welcome you onboard with Mavenir Systems Pvt. Ltd. ("MSPL" or "Company"). You are appointed as "Graduate Engineer" on the following terms and conditions with effect from 30th August 2021.

Service Conditions: The following terms and conditions will be applicable to this relationship.

- 1. Compensation & Benefits: The Compensation & Benefits applicable to you is personal and should be treated with utmost confidence. This is not to be discussed or divulged to anybody else other than for statutory purposes.
 - ✓ Annual Fixed Salary: Cost To Company (CTC) is INR.6,50,000 p.a.(Rupees Six Lakhs Fifty Thousand Only per annum), subject to applicable deductions as per Income Tax rules. The remuneration shall be paid to you in accordance with the Company's normal payroll practices.
 - ✓ Annual Benefit Plan is INR.45,018(Rupees Forty Five Thousand Eighteen Only)
 - ✓ Total Cost To Company (TCTC) INR.6,95,018 p.a.(Rupees Six Lakhs Ninety Five Thousand Eighteen Only)

The detailed breakdown of your annual salary is given in Annexure 'A' of this appointment letter.

- a. Pay and Salary Review: Your salary will be reviewed periodically as per the Company policy. Changes in salary are at the discretion of the Company and will be subject to and based on effective performance and prevailing economic conditions and other relevant criteria. You will be solely liable for your personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax efficient manner or that tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The breakdown of the remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability that you may face due to such revisions.
- b. You would be eligible for reimbursements as part of other allowance as per MSPL's prevailing policies. The reimbursements are subject to tax deductions as per prevailing income tax regulations.
- c. The remuneration offered to you has taken into consideration your appointment in the executive cadre of MSPL. You will, thus, not be entitled to any other payment by way of deferred wage and overtime wages.
- d. You are not entitled to payment for hours worked beyond your normal hours of work. Where overtime is required on a regular basis then payments may be made at Management discretion.

Employee Signature:	Date:
Liliployee Signature	Date



- e. The Company may, subject to applicable laws, at any time during the term of your employment deduct from your pay, including your final salary on termination, any amounts which you may owe to the Company including without limitation any overpayment (e.g. holiday pay, statutory sick pay) or loans made to you by the Company, repayment of relocation or losses suffered by the Company as a result of your negligence, breach of authority or breach of the Company's rules. The above is not exhaustive.
- f. In the event of your separation from the services of MSPL before the completion of 18 months of continuous service from the date of your joining, MSPL reserves the right to recover cost incurred towards your relocation, Joining Bonus and any other benefits availed at the time of joining.
- 2. **Employee Benefits**: You will be covered under Company's employee Insurance benefits prevailing during your tenure. Your employment benefits at MSPL would be in accordance with prevailing Human Resources policies and would include Group Medical Cover, Group Accident Cover & Group Life cover. If you do not wish to receive this benefit please inform us, in writing, by return.

3. Holidays and Leave

- a. The holiday year runs from 01 January to 31 December. Employees are entitled to Earned leave and Sick Leave as per the prevailing policy for a complete years service plus 13 days of declared Holidays (inclusive of 1 optional holiday).
- b. Employees joining the Company during the year will be entitled to holiday pro rata for each completed calendar month in the year. Employees joining the Company part way through the year receive leaves on a pro-rata basis.
- c. Where employees have taken more leave than they have accrued, the overpayment of holiday pay will be deducted from salary due on Separation.
- d. Leave may be taken only after approval by your Manager.
- 4. Re-designation: The Company reserves the right to re-designate the employees and allocate suitable responsibilities from time to time. The Company is not bound to give any reason thereof. Any such change shall not be deemed to violate the terms of this letter or constitute any basis for constructive or involuntary termination of employment, provided that your base salary is not reduced and your other remuneration for services rendered to the Company is not substantially reduced.

5. Place of Work:

- a. Your normal place of work will be Mavenir Systems Private Limited, office located at Manyata Tech Park, Nagawara, Outer Ring Road, Bangalore.
- b. You will be initially based at MSPL, India. However, MSPL based on its business needs and/or at its discretion can transfer you to any of its branch offices, subsidiaries, associate/affiliate companies or client offices, or any other location in India or overseas. In such cases, your employment may be governed by the terms and conditions of service applicable at the new location/company.
- 6. **Full time Work:** You shall be in whole time employment with the Company and you shall devote yourself exclusively to the business of the Company. You will not take any other work for remuneration [part-time or otherwise] or work in advisory capacity or be interested directly or indirectly [except as share or debenture holder] in any other trade or business during your employment with the Company.

Normal Working Hours:

- a. Hours of work are 40 hours per week. However, you will be expected to work any additional hours, which may be required to carry out your duties and shall not be entitled to receive any additional remuneration for such additional work.
- b. On commencement of employment your normal working hours are:
- i. Monday to Friday 9.00 am to 6.00 pm (including your lunch break)
- c. The Company reserves the right to amend normal starting and finishing times and to discontinue flexible working.

Employee Signature:	Date:



You shall not have the right or the authority to make any representation, contract or commitment for or on behalf of the Company without obtaining the prior written permission of the Company in this regard. You shall have no authority, implied or otherwise, to pledge the credit of the Company. In the event that the Company is held liable for any damage, loss, claim or action arising directly or indirectly from any action committed by you in violation of this clause, you shall indemnify the Company to the maximum extent permissible under the laws for the time being in force in India.

7. Probation & Confirmation

- a. You will be on probation for a period of three (3) months from the date of your joining MSPL and receipt of references satisfactory to the Company.
- b. If, for any reason the references supplied do not meet our requirements, we reserve the right to withdraw this appointment.
- c. Your probation period may be extended, if considered necessary, at the discretion of MSPL. In a situation where your employment at MSPL cannot be confirmed at the end of the probation period, MSPL reserves the right to immediately terminate your services without any notice or consideration, provided the probation period (including any extension) does not exceed 6 months.
- d. Confirmation on probation is decided on the basis of the following factors: -
- Induction Attendance
- Manager review and feedback
- Score of 50% or more in the Probationer Review test
- 8. **Responsibilities:** You are expected to perform effectively to ensure results and you will be expected to work extra hours to achieve this whenever the job so requires, without any expectation of additional remuneration.
- 9. **Travel:** You may be required to undertake travel in and outside India on Company work, and you will be reimbursed travel expenses as per the Company Policy.
- 10. Confidentiality: The Company has evolved a Confidentiality Agreement to protect the rights of the employee and also that of the Company while dealing with confidential information, documents, etc. The said Confidentiality Agreement forms part of your conditions of service. You are required to read, understand and sign the enclosed Confidentiality Agreement in acknowledgement of your acceptance of the conditions therein.
- 11. Protection of Interest: If you conceive of/invent/discover/improve on any new or advanced or current methods of improving processes/formulae/systems in relation to the operation of the Company or its affiliates or customers, such developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Company or any affiliate, holding, or subsidiary entity of the Company by you, whether before or after commencement of employment with the Company (Intellectual Property), such Intellectual Property will be fully communicated to the Company and ownership of, and all right, title and interest in such Intellectual Property shall vest in and remain the sole right/property of the Company. All Intellectual Property created by you shall be regarded as having made under a contract of service.

In consideration of your employment with the Company, you hereby transfer and assign in favour of the Company, all rights, title and interest in and to all the Intellectual Property, together with the right to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. Such assignments shall be perpetual, worldwide and royalty free.

Employee Signature:	Date:



Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material will not lapse nor will the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within the period of one year from the date of assignment. You will not raise any objection or claims to the Copyright Board with respect to the assignment pursuant to Section 19 A of the Copyright Act, 1957. You will assist and cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

You shall forthwith communicate to the Company and transfer to it the exclusive benefit of all inventions, discoveries and improvements which you may make or discover during the continuance of your engagement relating to the Company's trade or business and shall give full information as to the exact mode of working and usage of the same and also all such explanation and instructions, to the officers and workmen of the Company as may be necessary to enable them to work the same effectively and shall, at the expense of the Company, furnish it with all necessary plans, drawings and models.

You shall, whenever requested so to do by the Company whether during or after the termination of employment hereunder, at the cost of the Company execute and sign any and all applications, assignments and other instruments which we may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as we may direct and to vest in us, the whole, right, title and interest therein.

- 12. **Conflict of Interest**: If any transaction with the Company involves conflict between your personal interest and the interest of the Company in dealings with suppliers, customers, and any other organization or individuals doing or seeking to do business with the Company, you are required to inform the Company in writing about the nature of such conflict of interest so that the Company could protect its right and address the transaction suitably.
- 13. Past Record: If any declaration given or information furnished by you to the Company prove to be false or if you are found to have willfully suppressed any material information in such case your services will be liable to be terminated without any notice.
- 14. Governing Law and Dispute Resolution: This agreement is to be governed and construed by the laws of India. All the disputes and differences arising between you and the Company, including any dispute or difference in regard to the interpretation of any provision or term or the meaning of this engagement, or in regard to any claim of one party against the other or in regard to the rights and obligations of you or the Company under this engagement or otherwise, howsoever, shall be resolved through conciliation, failing which it shall be referred to an Arbitrator appointed by the Company. Governing law of arbitration shall be Indian Arbitration and Conciliation Act of 1996. The place of Arbitration shall be in Bangalore. Either you or the Company shall be entitled to apply to the courts at [Bangalore], India for interim or interlocutory relief in respect of this agreement. You specifically agree and understand that any breach or threatened breach of the terms of this agreement is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by money damages. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance, and you hereby waive the adequacy of a remedy at law as a defense to such relief. However, the Company under this engagement or otherwise, howsoever, shall be governed by and construed in accordance with the laws of India. The courts at Bangalore, India shall have the exclusive jurisdiction over all disputes or claims between you and the Company under this agreement.
- 15. **Separation**: On separation, you will immediately give up to the Company before you are relieved all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and shall not make or retain any copies of these items. You will also return to the Company all the assets given to you for official and/or personal use as per the various schemes applicable to you as a part of your Compensation & Benefits.

Employee Signature:	Date:



16. Non-Solicitation

- a. You will not employ, solicit or encourage any restricted employee to leave our employment for the purpose of being involved in a business developing, manufacturing or selling products similar to MSPL, software consultancy and equipment servicing or any prospective employee with whom the Company had discussions or negotiations within six months prior to termination of your employment, not to establish a relationship with the Company.
- b. A restricted employee means an employee or consultant of the Company engaged in a managerial, sales, marketing or engineering capacity and with whom you have had personal contact in the 24 months prior to termination of your employment.
- c. This restriction is to apply during your employment and for a period of twenty-four months after your separation from the company.
- 17. **Grievance Procedure:** If you have any grievance relating to your employment you should raise this as per the Grievance Procedure detailed in the HR policy.
- 18. No Smoking Policy: MSPL operates a 'No Smoking' Policy throughout its sites.
- 19. **Collective Agreements:** Your terms and conditions of employment are not subject to collective agreements with Trade Unions.
- 20. **Retirement:** You will retire from your services on attainment of the normal retirement age fixed by the Company, which at present is 60 years. The date of birth as recorded at the time of employment will be reckoned for this purpose.

21. Separation / Termination

- a. You are required to give 2 months notice in writing of your intention to terminate your employment with the Company during your probation period. The notice period shall be 3 months after the confirmation of your services. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by you without the Company's express consent. The Company reserves the right to waive all or part of such notice period or allow you to pay in lieu of all or part of such notice period at its sole discretion.
- b. Should the Company terminate your employment, you will be entitled to 2 months notice during your probation period and 3 months notice after your confirmation.
- c. The Company reserves the right to pay salary in lieu of notice. For this purpose you agree that the payment in lieu will be your gross salary after deducting income tax and Provident Fund contributions for the relevant period and specifically excluding from such calculation any other emolument referable to your employment, whether payable under your contract or otherwise in respect of that period.
- d. Once notice to terminate employment has been given by you or the Company pursuant to Clause 21(a) or Clause 21(b) respectively, or in the event you seek to resign without notice or by giving shorter notice than required which the Company also agrees to as per Clause 21(a), the Company, for a period to be determined, which shall not be more than the length of your notice period:-
 - Will be under no obligation to vest in or assign to you any powers or duties or to provide any work for you; and may prohibit contact between you and clients/customers or suppliers of the Company; and
 - ii. May exclude you from any premises of the Company.
 - iii. PROVIDED ALWAYS that your salary and all contractual benefits will not cease to be payable or provided by reason only of the Company exercising its rights under this clause. This clause will not affect the general right of the Company to suspend for good cause nor affect the rights and obligations of the parties prior to the service of such notice or purported resignation.

Employee Signature:	Date:



- e. In the event that any documents submitted for the purpose of this employment is found invalid at any point in time, the offer and subsequent appointment stands null and void. In that event, your services will be terminated without any notice and no compensation will be paid towards the same. However, the conditions pertaining to NDA/Confidentiality will stand irrespective of the termination of offer/appointment.
- f. In the unforeseen event of any breach of Company policy or code of conduct by you, your services can be terminated without any notice or any compensation at the sole discretion of the management.
- g. The Company also reserves the right to terminate your employment with immediate effect without any notice or pay in lieu thereof in case of any act of misconduct on your part. Acts of misconduct include but not limited to:
 - i. Inattention or negligence in the performance of duties and obligations under this agreement;
 - ii. Repeated failure to comply with lawful directions of the Company and its officers;
 - iii. Breach of terms of this letter;
 - iv. Unethical business conduct;
 - v. Breach of any statutory duty or for act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company;
 - vi. Habitual unauthorized absence for a period exceeding [8] days; Fraud, misappropriation or dishonesty in respect of the Company's property or business;
 - vii. Commission of any act not in conformity with discipline or good behavior or acceptance or offering of illegal gratification;
 - viii. Habitual neglect of work or gross or habitual negligence in performance of the Employee's duties; and
 - ix. Unauthorized disclosure of any Confidential Information of the Company.
- h. If at any time, you are prevented on account of ill-health or accident or any physical or mental disability from performing your duties, you shall inform the Company immediately and supply it with such details as it may be required and if you are unable by reason of ill-health or accident or disability; for a period of three months or more to perform your duties, the Company may forthwith terminate your employment
- i. Any statutory or other 'last in first out' rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

22. Equitable Remedies and Employee Representations:

You agree and acknowledge that the restrictions contained in clauses 10 (Confidentiality),11 (Protection of Interest), 16 (Non-Solicitation) and 21 (Separation/Termination) are reasonable and necessary for the protection of the business and goodwill of the Company. The rights and obligations of the parties under clauses 10, 11, 16 and 21 of the agreement shall survive the termination of this agreement and shall not be extinguished by termination of this agreement.

You agree that any breach or threatened breach of the aforementioned clauses is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of either such clauses, and you hereby waive the adequacy of a remedy at law as a defense to such relief.

You agree and acknowledge that the restrictions contained clauses 10, 11, 16 and 21 are considered to be reasonable in all the circumstances for the protection of the legitimate interests of the Company's and shall be enforceable independently. While the undertakings and agreements under the clauses are considered by the Company and by you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever by a final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

Employee Signature:	Date:



- 23. The Company reserves the right to review its Terms and Policy from time to time as per the needs of the business environment.
- 24. Background Verification: Your employment is subjected to background verification being cleared.
- 25. **Medical Examination:** Your appointment is subject to your being certified medically fit by MSPL approved doctors. MSPL would also require you to reconfirm your medical fitness from time to time.
- 26. **Data Protection:** You confirm that you have read and understood the Company's data protection policy and that you shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company. You consent to the Company collecting, processing and handling data, including personal and sensitive personal data, relating to you for legal, personnel, administrative and management purposes.

27. Warranties

You confirm and warrant that:

- a. You have carefully read and fully understand all the provisions of this agreement.
- b. You have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if you are subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, threatened against you.
- c. You have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.
- d. You have all the necessary licences, permissions, consents, approvals, qualifications and memberships required of you to perform the duties under this agreement.
- e. By entering into this agreement or performing any of the obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you. You further undertake to indemnify the Company against any such claims, costs, damages, liabilities or expenses which we may incur if you are in breach of any such obligations.
- f. In the performance of your obligations, you will not utilize or make available to the Company any confidential or proprietary information of any third party or violate any obligation with respect to such information.
- g. You have never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation.
- 28. **Non-waiver:** No delay, failure or omission on the part of the Company to exercise any of its powers, rights or remedies under this agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.
- 29. Additional Remedies: Notwithstanding anything contained in this agreement, the parties acknowledge that in addition to any remedy available to the Company, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, the Company shall be entitled to obtain an injunction against you from a civil court of competent jurisdiction.
- 30. **Severability:** If any provision of this agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

Employee Signature:	Date:
1 , 8	



- 31. **Indemnity:** At all times during the course of your employment in the Company (and even after the termination of this agreement with respect to the terms contained herein), you agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of employment.
- 32. **Amendment:** No modification or amendment of this agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.
- 33. Entire Agreement: This agreement and the annexures hereto constitute the entire understanding relating to terms of employment between you and the Company, and supersedes all prior offers, agreements, statements or representations, written or oral between the parties. Further, you acknowledge and agree that, as of the date of this agreement, you have no former claims of any nature, whatsoever against the Company

The terms and conditions are subject to statutory requirements and Company Policy.

Please confirm that the above terms and conditions are acceptable to you by signing a copy of this letter and the other documents attached hereto.

AGREED AND ACCEPTED:	For Mavenir Systems Pvt. Ltd
By:	Malini Pauder
Print Name:	Malini Ramdev (Senior Director - Human Resources)
Effective Date:	
Employee Signature:	Date:



ANNEXURE 'A' Salary Stack-up of the employee: Vinay B R

Annexure to the Appointment Letter of Vinay B R

Employee Number : 606099

Date of Joining : 30th August 2021
Designation Offered : Graduate Engineer

Salary Stack-up		
Particulars	Salary Per Month	Salary Per Annum
Basic & DA	21667	260000
House Rent Allowance	8667	104000
Other Allowance	21233	254800
Company's contribution to PF	2600	31200
Monthly Salary	54167	
A) Annual Fixed Salary: Cost To Company (CTC) 650		650000
Benefits		
* 1. Insurance (GMC, GAC & GT	·L)	32518
* 2. Gratuity		12500
B) Annual Benefits Plan	·	45018
C) TOTAL COST TO COMPANY	(TCTC) (A+B)	695018

The above Salary is subject to TDS as per the prevailing Income Tax rules

- *1. Insurance Coverage under Group Medical cover (GMC), Group Accidental Cover (GAC), Group Term Life (GTL) as per company policy.
- * 2. **Gratuity** is payable as per the Gratuity Act. The Value is indicative as the Gratuity amount will be paid only on separation, provided employee has completed eligible years of continuous service as on the exit date.

'HRA' is an indicative number, this will vary based on the percentage of HRA you elect for each financial year.

<u>'Other Allowance</u>' comprises of Employee contribution to PF and components which are tax deductible as per the prevailing Income Tax rules like LTA, Meal Card, Fuel reimbursements, and Telephone/Broadband reimbursement.

Sincerel	у,
Mali	in Eander
Malini R	amdev
Senior D	irector - Human Resources



MAVENIR

606104

Naveen Kumar P.R



March 30, 2021

Mr/MS.Mohammed Ayaz

Bangalore

Contact No.: +91-9611996425

Subject: Offer of Employment

Dear Mohammed,

We are delighted to offer you the position of "Associate Software Engineer, Grade: A3" in Marlabs Innovations Private Limited, on the compensation as mutually agreed upon. Marlabs is at a very exciting stage of innovation and growth and we are seeking professional and career-orientated individuals like you to work with us. We are confident that your unique skills and capabilities will play an important role in our efforts as we strive to continue to achieve and exceed our goals. We look forward to welcoming you to Marlabs!

Your work location will be at our office in Marlabs, Bangalore.

Your Cost to Company (CTC) will be INR 3,50,000 per annum.

This offer is valid subject to successful completion of your Background Verification through our authorized vendor. Background check will include, but is not limited to Global Database check, National ID check, Employment check, Educational check, Reference check, Criminal check, Address check and Drug test.

A formal appointment letter will be issued to you on your joining. Thereupon, You are required to sign and abide by the Employment Agreement and Policies of the company.

As discussed, your joining date will be on or before March 31, 2021.

Marlabs also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if Marlabs becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made.

Please acknowledge your acceptance of this offer by reverting on the offer letter email, within 48 hours. If you do not communicate your acceptance in this time frame, this offer is liable to be withdrawn without further reference to you.

This is only an offer letter and does not entitle you for an appointment. On completion of all the joining formalities and fulfilling all documentation requirements, you will be formally appointed and inducted into the organization.

You are requested to report to the following address **before 11:00 AM IST** on your joining date. We have a well defined schedule set for you on this day and it is imperative that you report on time. Please contact or ask for your Onboarding Manager Suhas Acharya or Recruitment Manager Gowtham once you are at our premises.



Address:

MARLABS INNOVATIONS PRIVATE LIMITED

Bagmane World Technology Center, 14th floor, citrine block - 4, Marathalli outer ring road, Doddanakundi village, Mahadevapura, Bangalore – 560 048

Your Joining Date Schedule will be as follows:

- ✓ Meeting your Onboarding Manager.
- ✓ Completing your Joining Formalities.
- ✓ Salary Account opening by an Axis Bank representative.
- ✓ Introduction to your Business Human Resource SPOC.
- ✓ Overview of Human Resources Policy by your Business Human Resource SPOC.
- ✓ Meeting your team.

Sincerely,

Giri V T

Director - Talent Acquisition
Marlabs innovations Private Limited



ANNEXURE - 1

List of documents required for completion of joining formalities.

- Relieving Letter from your current/last employer
- Photocopies of **Experience Certificates** from current and previous employers
- Salary Proof (Last Salary Slip/Appointment Letter/Letter of Confirmation/ Promotion mentioning your current compensation details)
- Photocopies of Form 16/Form 16A from your Current/Previous Employer
- Photocopies of **Education Qualification**/Training Certificates (Class X onwards)
- Passport sized **photographs** of self (6 Nos.)
- Copies of relevant pages of your **passport**
- 2 copies of PAN Card and Aadhaar Card
- UAN e-Card; if applicable
- Proof of current & permanent residential address (copy of passport, driver's license, ration card, rental agreement, telephone bill, voter's ID, etc.)

Please carry the originals of all documents mentioned above at the time of your joining. These will be returned to you after validation.



Date: 08-12-2021

Ref:

Nokia Networks 2100000HDV

RAKSHITHA B S Bangalore

Telephone: +91 (124) 4504 000 Direct fax: +91 (124) 4504 999

Nokia Solutions and Networks India Pvt. Ltd. (Formerly known as Nokia Siemens Networks Pvt. Ltd.)

7th Floor, Tower A, Building No. 9A

DLF Cyber City, Phase - III Gurgaon - 122002 Haryana (India)

Corp Identity No. U72900DL2006PTC155149

Regd. Address:

Nokia Solutions and Networks India Pvt. Ltd. 1507, Regus Business Center, Eros Corporate Tower Level 15, Nehru Place, New Delhi-110019

Dear RAKSHITHA B S.

With reference to your application and the subsequent interview, we have pleasure in offering you an appointment as Graduate Engineer Trainee in the Job Grade- 6 in Nokia Solutions and Networks India Private Limited ("Company"), India. The terms and conditions of your appointment are as follows: -

1 **Appointment and Reporting**

- 1.1 You are required to join us on 22-12-2021 . The terms and conditions of your appointment shall be effective from your date of joining.
- 1.2 This offer is valid for 7 calendar days from the date of offer or your date of joining in the organization whichever is latest. Please indicate your acceptance of this offer of employment and the said terms & conditions by signing and returning the duplicate copy of this letter upon receipt of the letter.
- 1.3 You will initially report to Nitin M Pai, however your reporting is liable to change at the sole discretion of the company.
- 1.4 Your appointment is subject to your being found medically fit by a Doctor designated by the Company. The Management has the right to get you medically examined by any Certified Medical Practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job. Further details for the same are included in Annexure 6.
- 1.5 This offer of employment is subject to and conditioned upon the truthfulness of the representations you have made to the company during the recruitment process. Company reserves the right to initiate background verification posts your acceptance of this offer of employment. If from the results of this background verification, it emerges that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith without notice. This will be without prejudice to the right of the management to take disciplinary action against you for the same.

India



1.6 We are also enclosing a personal data form which you need to fill and send back with the signed copy the offer. Upon receiving this letter, please get in touch with us in case you need any clarification and confirm your date of joining. Also, bring with you the documents detailed in Annexure 5, supporting your credentials for this employment with the company.

2 Initial posting and transfer

Your initial place of posting will be in **Bangalore.** However, at the sole discretion of the management of the Company ("Management"), you will be liable to be transferred /deputed from one place to another anywhere in India or abroad and/or from one department to another or from one establishment to another and/or to any other concern including to any of Company's affiliates, associates, group companies and/or entities in which the Company may be having any interest whether existing or which may be set up in future.

3 Probation Period

- 3.1 You shall be on probation for a period of twelve (12) months from the date of joining the Company. The same may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management.
- 3.2 On completion of such time, based on performance, you would be considered confirmed. No confirmation letter would be issued stating the same.

4 Emoluments and Taxes

- 4.1 Your Total Target Cash (TTC) will be **Rs. 630,000.00** /- per annum. A detail of your remuneration is provided in Annexure 1 & 2 annexed hereto.
- 4.2 You will also participate in the Nokia Solutions and Networks Performance Driven Incentive Plan as per applicable policy in force from time to time.
- 4.3 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your remuneration. The Company shall be entitled to deduct from your remuneration, income-tax, other taxes and levies which it is liable to deduct at source.

5 Benefits entitlements

- You will be entitled to service benefits as per the rules of the Management as framed from time to time and as applicable to employees. The details of your current benefits and compensation details are annexed to this contract of employment.
- 5.2 You will be eligible for Medical and life insurance and related benefits as per company rules and regulations as prevalent from time to time.
- You will be eligible to the benefits of Provident Fund & Gratuity as per provisions of the Provident Fund Act and Gratuity Act regulations as prevalent from time to time.
- Your "work week" will be Monday to Friday. Daily working hours will be governed by the location / business specific office timings and applicable law with half an hour meal break during the work day. However, it may be necessary to extend these hours, or require your attendance at different times or week days depending on work demands; the same will be communicated to you by your manager from time to time.
- 5.5 Company will have twelve (12) days of declared holidays in a calendar year. The complete list of holidays for each calendar year is announced in December of the previous year.
- 5.6 The leave entitlement will be calculated on the basis of calendar year. Leave entitlement per year including casual and sick leave is as per rules of the Company framed from time to time. Such leaves will be credited to you on pro-rated basis for the calendar year upon joining the Company.



In the event where the Company has paid for your relocation/joining bonus/notice period of previous employer at the time of joining, all expenses borne on account of relocation/notice period paid to you as per the Company's policy will be recovered in full from you, if you resign from the Company before a period of one year (12 months).

6 Termination

- During the probation period, either party is free to terminate this employment without assigning any reason therefore by giving notice of such intent for a period of fifteen (15) days. After your confirmation in regular employment of the Company, either party can terminate this employment by giving two (2) month's written notice without assigning any reasons. Ordinarily, the Company requires that you serve the full two (2) months notice prior to leaving the services. The company reserves the right to pay or recover salary in lieu of notice period. Prior to leaving the company, you will ensure that all your ongoing activities are successfully completed and handed over to the satisfaction of your manager / incharge / superior. Further, based on satisfactory handover, the Management at its sole discretion may relieve you in advance of the full notice period. However, due to exigencies of business and / or successful completion of ongoing activities including its handover, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period.
- You shall retire from the services of the Company on the attainment of 60 years of age. Your employment shall stand terminated on the date of your retirement.
- 6.3 Notwithstanding the above, the Company may terminate this Contract in any of the following events:
- 6.3.1 You are guilty of serious misconduct including but not limited to moral turpitude;
- 6.3.2 You neglect your duties;
- 6.3.3 If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily abandoned your employment without giving any notice unless you return to work within eight (8) days from the commencement of such absence and give an explanation to the satisfaction of the Management regarding such absence including submission of medical certificates as required;
- 6.3.4 You are in breach of your obligations of confidentiality to the Company; or
- 6.3.5 You do not comply with instructions or regulations imposed by the Company or any of the terms and conditions of your employment with the Company.
- 6.3.6 Any other reason as mentioned in the disciplinary policy of the Company in force from time to time.
- 6.4 Upon termination of your employment, you shall immediately return to the Company, any and all documents, manuals, documented confidential information (without making any copies thereof and/ or extracts there from), kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company. You shall also deliver to the Company immediately all notes, analyses, summaries and working papers relating thereto.
- 6.5 You shall also be required to clear all dues and formalities in respect any Company facility such as leased accommodation, leased car, loan, joining bonus (if leaving within 12 months from date of joining) and other amounts that you may be required to refund as per Company policy prior to leaving the services of the Company. In the event you fail to settle accounts, complete necessary formalities or otherwise clear your dues, the Company reserves the right to initiate appropriate legal action for recovery of dues at your risk and cost.



7 General employment obligations

- 7.1 During your employment with us, you shall not be engaged, concerned or interested directly or indirectly in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the Company and use your best endeavor to promote the interest and business thereof.
- 7.2 You shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time including the Code of Conduct, the terms of which are hereby incorporated by reference. You shall abide by and carry out operational instructions/procedures as contained in the Company's guidelines and other administrative instructions as may be issued by the Management from time to time.
- 7.3 You will be responsible for the safe custody of all documents, manuals and kits and other property belonging to the Company that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the Company.
- 7.4 You shall ensure successful and timely completion of any job / work assigned to you. You would adhere to the norms of office discipline including working hours, systems and procedures.
- 7.5 You shall keep the Management informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Management on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.
- Non-Solicitation: You agree that for a period of three (3) months after termination or expiration of your employment with the Company, regardless of the reason for termination, you shall not directly or indirectly, solicit for employment, or advise or recommend to any other person that you employ or solicit for employment, any person employed at that time by the Company, or by any related corporations in any business thereof in which you have been engaged during your employment.
- Non-Compete: It is the Company's policies to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics and encourage all employees to avoid all conflict of interest in any form or manner. Accordingly all employees must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company.
- 7.7.1 During the employment period and for a period of three (3) months following termination of employment, you will not, directly, or indirectly, work for, own, invest in, direct, or aid any company or person engaged in competition with the Company. A company or person is in competition with the Company if it solicits business, performs services, or delivers goods that are competitive to the Company, its customers, or its prospective customers.
- 7.7.2 The above clause pertaining to non-competition shall be enforced to the fullest extent permissible under the applicable law.
- Non-Disclosure: You acknowledge that the Company owns an exclusive proprietary interest in certain confidential information and that such confidential information constitutes valuable commercial and industrial secrets of the Company. You acknowledge and agree that the misuse or unauthorized disclosure of any confidential information would constitute an act injurious to Company and that the unauthorized disclosure or use of any confidential information may adversely affect the Company's business, competitive position and goodwill.
- 7.8.1 Your confidentiality obligations extend to all information of a confidential nature obtained or derived from the Company's customers or prospective customers.

www.nokia.com © Nokia Solutions and Networks 2021 4 (16)



- 7.8.2 In view of the Company's business relationship with different competing customers, you hereby covenant not to discuss any customer-related information nor share any customer data or techniques with other employees working on projects or accounts of another competing customer. You will take all necessary measures to protect the confidentiality of all information relating to the customer account for which you are responsible or to which your work relates, as well as any and all relevant data in your custody.
- 7.8.3 You hereby covenant not to mention anything about any competitors of the customer when communicating with the customer. You agree to keep all discussions on matters relating to the specific account within the account team, and that this applies for all communication between all levels of the Company organization.
- 7.8.4 You also agree not to take or remove from the premises without prior authorization in writing any original or copied material including any document, specification, drawing, diagram, plan, list, magnetic medium or any article relating to the Company's interests, secrets, or products, past, present or future, except where by virtue of the nature of your duties you are acting in the Company's interest and consent for such action would not reasonably have been expected to be withheld.
- 7.8.5 Under any or all circumstances, you agree not to make any public statements nor press releases about the customer account or project you are assigned to work on or are working on or about any competitors of that customer, without written authorization from the Company.
- 7.8.6 If, during the term of employment, you breach or violate any of the terms set out in this clause, you agree that this shall be sufficient cause for the Company to terminate this Contract. You acknowledge and agree that the termination of this Contract shall be without prejudice to any other legal remedies that the Company may have against you.
- 7.8.7 You agree that upon the termination of your employment with the Company for any reason whatsoever, whether such termination was made voluntarily or involuntarily by you, with or without cause, you will immediately return to the Company any and all property, customer lists, information, forms, formulae, plans, documents or other written or computer material, software or hardware, or copies of the same, belonging to the Company or any related companies of the Company within your possession or made or compiled or delivered to you during your employment, and will not at any time thereafter copy or reproduce the same.
- 7.8.8 You agree that the covenants and undertakings relating to non-disclosure that you have given herein shall continue regardless of the termination of your employment howsoever caused until such confidential information becomes part of the public domain.
- 7.9 Use of Company Marks: You agree that you will not retain or use, for your account or any other account, at any time, any trade names, trademarks, service mark, or other proprietary business designation used or owned in connection with the business of the Company, or any of the related corporations of the Company. For clarity, it is hereby declared that ownership and title to all of the aforesaid properties shall at all times be vested in the Company, or its related corporations, as the case may be.
- 7.10 Employment Invention: You shall disclose to the Company promptly in writing any invention (the word invention is to be understood to mean anything which might be capable of protection, in any country, against copying by a patent, a registered design, copyright, or otherwise) which may occur to you either alone or in conjunction with any other person during your employment with the Company, with the exception of inventions which you know to be not applicable to the field of activity of the organization. The company shall be entitled to get such invention(s) / patent.
- 7.10.1 You shall inform the Company at the commencement of your employment with the Company of all inventions previously made by you is not precluded by contract from disclosing to the Company and for which an application for a patent or for a registered design has not yet been made.
- 7.10.2 The Company will be free to adopt any of the employees' inventions to the Company at the commencement of your



employment with the Company and conceived during your employment with the Company, and to assign to others the right to adopt it, and the Company will be absolutely entitled to any industrial or commercial protection rights anywhere in the world including rights arising from the obtaining of the letters of patent or design registration in respect of such invention. The Company will notify to the employee if and to what extent the Company will adopt the said rights.

- 7.10.3 You shall on the request of the Company execute any necessary assignment, application form or other documents necessary for obtaining any protection right, which the Company will choose and you shall assist the Company if called upon to do so to obtain at the Company's cost, such protection right.
- 7.10.4 You shall treat all information relating to such invention as confidential and disclose it only to his superiors or any such person as your superiors direct. The employee shall not publish, except with the written consent of the Company, any information in relation to any such invention.
- 7.10.5 You agree that all inventions, designs, improvements, writings, and discoveries made during your employment and pertaining to the business conducted by the Company shall remain the exclusive property of the Company. You shall assist the Company in obtaining patents and copyrights on all such inventions, designs, improvements, writings and discoveries deemed suitable for patent and copyright by the Company, and shall execute all documents and all necessary actions to obtain the patents and copyrights, and vest the Company with full and exclusive title thereto, and protect same against infringement by others.
- 7.11 Conflict of Interests: By joining the services of the company you confirm that you have disclosed fully to the Company any business interests or circumstance that conflict with the Company's interests. You agree to disclose immediately to the Company any conflict of interest between the Company and you or any immediate relatives that may arise during your employment. You are required to sign our standard conflict of interest disclosure form. You acknowledge that you have read, fully understand and agree to abide by, the terms and conditions of this disclosure shall form part of this present employment agreement.

8 Governing Law and jurisdiction

This offer of employment shall be governed and construed in accordance with the laws of India. It is agreed that any dispute of whatsoever nature between you and Management will be subject to exclusive jurisdiction of courts of Delhi whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature

In case this offer of employment is acceptable to you, please sign the duplicate copy of this letter and return to us as a token of your acceptance of the terms and conditions of employment offered to you.

for Nokia Solutions and Networks India Private Limited



Manu Dua

Human Resources

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

Dated:	
	RAKSHITHA B S



Strictly Personal & Confidential

Compensation Details:

RAKSHITHA B S					
Job Grade - 6					
Compensation Elements	Per Month	Per Annum			
Basic	INR	20,000.00	240,000.00		
Provident Fund	INR	2,400.00	28,800.00		
Flexible Benefits Plan (details below)	INR	27,600.00	331,200.00		
Annual Base Pay	INR	50,000.00	600,000.00		
Performance Driven Incentive Plan- Target: 5%	INR		30,000.00		
Total Target Cash	INR		630,000.00		
Flexible Benefits Plan (FBP)			Max. Annual limit		
Leave Travel Assistance	INR		30,000.00		
House Rent Allowance	INR		120,000.00		
Fuel & Maintenance Reimbursement INR			0.00		
Meal Voucher	INR		26,400.00		
Supplementary Allowance (residual amount)	INR		154,800.00		
Total Flexible Benefits Plan (FBP)	INR		331,200.00		

For Nokia Solutions and Networks India Private Limited

Monno

Manu Dua

Human Resources



FLEXIBLE BENEFIT PLAN (FBP) GUIDELINES

The Annual Base Pay consists of the elements as mentioned below i.e. the addition of all these elements adds upto the Annual Base Pay:

- 1. Basic Salary
- 2. Flexible Benefit Plan
- 3. Retirals Provident Fund

This 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.

FBP Components

All components mentioned under the FBP, except the HRA / CLA amount can either be received as part of the monthly salary or can be claimed by submitting the relevant bills/proofs in any month after the employee joins. Under the FBP, the employee can avail the following options:

- **Leave Travel Assistance:** This amount can be claimed in any month after the employee joins and supporting bills need to be submitted. Supporting bills are required to make the LTA amount tax exempt.
- House Rent Allowance (HRA) / Company Leased Accommodation (CLA): In case an employee is eligible; he can either avail a CLA if he wishes the company to help him find a house or opt for HRA. HRA would be credited as a monthly amount in the salary and is exempt from tax on production of rent receipts. In case of CLA, the rent amount is automatically deducted from the HRA component of FBP. The CLA amount is considered a perquisite and accordingly attracts tax.
- Company Leased 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.
- **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.

Other Benefits

- **Insurance Policies:** Group Medical Insurance Plan against hospitalization covering self, spouse and two children. This is a floater policy of Rs. 3 lakhs per family per year.
- **Group Personal Accident Insurance Scheme:** for which coverage is five time the Annual Basic Salary subject to a minimum of INR. 20 Lakh.
- **Group Term Life Insurance:** for death cases where the coverage is five time the Annual Basic Salary, subject to a minimum of INR. 20 Lakh.



CONFLICT OF INTEREST DECLARATION FORM

Nokia Solutions and Networks' ("Company") Code of Conduct and the Global Employment Guideline define the rules and guiding principles for ethical behavior that all Nokia Solutions and Networks employees are expected to follow. One of the principles is related to "Conflict of Interest". It is the policy of Nokia Solutions and Networks to address how conflicts of interest involving employees of the Company should be identified, disclosed and managed. This form is designed to identify and disclose known conflicts of interest in an effort to properly manage them.

A "conflict of interest" exists when:

- (a) an individual's personal or familial interests interfere, or appear to interfere, with the individual's independent judgment on behalf of Nokia Solutions and Networks; or
- (b) a relationship is not in the best interests of Nokia Solutions and Networks, or has an appearance of not being so.

A conflict of interest can arise when an employee has interests that may impair the individual's ability to carry out responsibilities and duties to the Company objectively. Conflicts of interest may also arise when an employee receives an improper personal benefit as a result of his/her position in the Company, such as self-dealing or taking advantage of a corporate opportunity for personal gain or benefit.

In some cases the external activities of an employee, such as consulting, outside employment, public service, pro bono work, or serving as an officer of an external entity, even without compensation, can result in actual or apparent conflict of interest regarding the employee's commitment of time to his/her employment with Nokia Solutions and Networks.

All Nokia Solutions and Networks employees must, therefore, avoid any activity that leads to actual or apparent conflict of interest and report when a conflict of interest or the appearance of it exists.

Please tick the appropriate box(es) and complete the information requested if any of these sections apply to you:

1. I am an officer, director*, trustee, partner (general or limited), employee, or regularly retained worker/consultant/agent with a company, firm or organization which is a customer, contractor, supplier or competitor of Nokia Solutions and Networks. I am involved in or am in a position of influence over the team/business unit/function in Nokia Solutions and Networks who is conducting business with the company, firm or organization.

If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form):
a) the names of all companies, firms or organizations in which you are an officer, director, trustee, partner (general or limited), employee, or regularly retained worker/consultant/agent; and
b) the nature of the business which Nokia Solutions and Networks is currently conducting with these companies, firms or organizations.

^{*} The term, "director", in this section, refers to a role which has the authority to bind a non-Nokia Solutions and Networks company, firm or organization as a decision-maker or advisor, and does not refer to a statutory and/or executive board member



or a committee member of a non-Nokia Solutions and Networks company, firm or organization. Statutory and executive board and committee memberships and the like are governed by the Nokia Solutions and Networks Standard Operating Procedure (SOP) on External Board Memberships for Nokia Solutions and Networks employees. Employees are advised to consult this SOP before they take on any memberships in boards of directors, external committees or other governing bodies, or if they intend to publish their writings about Nokia Solutions and Networks or its business.

2. I have shares in the paid-up capital exceeding 5%*in one or more companies, firms or organizations which currently are customers, contractors, suppliers or competitors of Nokia Solutions and Networks. I am involved in or am in a position of influence over the team/business unit/function in Nokia Solutions and Networks who is conducting business with such companies, firms or organizations.

business with such companies, firms or organizations.
If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form):
a) the names of these companies, firms or organizations; and
b) the amount of shares you have in each of them.
3. I have direct or indirect financial interest(s) in one or more customers, contractors, suppliers or competitors of Nokia
Solutions and Networks and my financial interest(s) does/do not fall within any of the sections in this Conflict of Interest Declaration Form (e.g. provision of loans or other financial support). I am involved in, or, am in a position of influence over, the team/business unit/function in Nokia Solutions and Networks who is conducting business with such customer(s), contractor(s), supplier(s) or competitor(s) of Nokia Solutions and Networks.
If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form):
a) the names of these customers, contractors, suppliers or competitors of Nokia Solutions and Networks;
b) the nature of the business which Nokia Solutions and Networks is currently conducting with them; and
c) the nature of your financial interest in them.

*Where local laws proscribe lower thresholds (i.e. less than 5%), then local laws will prevail; otherwise the threshold of 5% in this



Conflict of Interest Policy prevails.

4. I know or am aware that a member(s) of my immediate family (e.g. spouse, parents, siblings, aunt, uncle or children) or other relative or other close personal connection, is an officer, director, trustee, partner (general or limited), employee or regularly retained worker/consultant/agent with a customer, contractor, supplier or competitor of Nokia Solutions and Networks, and I am involved in, or, am in a position of influence over, the team/business unit/function in Nokia Solutions and Networks who is conducting business with such customer(s), contractor(s), supplier(s) or competitor(s) of Nokia Solutions and Networks. If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form): a) the names of these customers, contractors, suppliers or competitors of Nokia Solutions and Networks; and b) the nature of the business which Nokia Solutions and Networks is currently conducting with them. 5. I know or am aware that one or more member(s) of my immediate family (e.g. spouse, parents, siblings, aunt, uncle or children) or other relative(s) or other close personal connection(s), have direct or indirect substantial*financial interest(s) in one or more customers, contractors, suppliers or competitors of Nokia Solutions and Networks and I am involved in, or, am in a position of influence over, the team/business unit/function in Nokia Solutions and Networks who is conducting business with such customer(s), contractor(s), supplier(s) or competitor(s) of Nokia Solutions and Networks. If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form): a) the name(s) of these customers, contractors, suppliers or competitors of Nokia Solutions and Networks; b) the nature of the business which Nokia Solutions and Networks is currently conducting with them; and c) where legally permissible, the nature of your family member's or members' interest(s) in them.

* A "substantial financial interest", in this section, refers to the ownership of shares or stock in, and/or the provision of loans and/or other financial support to, a company, firm or organization which currently is a customer, contractor, supplier or competitor



Dated:

of Nokia Solutions and Networks.

6. I know or am aware that one or more member(s) of my immediate family (e.g. spouse, parents, siblings, aunt, uncle or children) or other relative(s) or other close personal connection(s), are currently employed in office(s) or position(s) in the government (national, federal, local or provincial) or as civil servant(s) in a department that Nokia Solutions and Networks has dealings with (e.g. a regulatory agency for which Nokia Solutions and Networks obtains permits or licenses). I am involved in, or, am in a position of influence over, the team/business unit /function in Nokia Solutions and Networks who has dealings with this government department.

If affirmative, please list here or on a separate sheet (to be attached to this Declaration Form), the name(s) of the regulatory agency(ies) or governmental body(ies).

My answers to this form are correctly stated to the best of my knowledge and belief. I recognize that I have a continuing responsibility to notify my Line Manager, HR Consultant or Sub regional or Local Legal Counsel of the disclosed or other possible conflict of interest that may arise in my responsibilities to the Company to abstain from any participation in such matter until the Company can determine whether a conflict of interest exists and how such a conflict of interest shall be resolved.

I understand that the information on this Declaration Form is solely for use by the Company and is considered confidential information that will be handled in accordance with the Nokia Solutions and Networks Employment Privacy Policy.

www.nokia.com © Nokia Solutions and Networks 2021 12 (16)

RAKSHITHA B S



MATERNITY BENEFITS

Eligibility for Maternity Benefits: -

Every woman employee who worked more than 80 days in twelve months preceding the date of her expected delivery

Definitions:-

- Commissioning mother- Means a biological mother who uses her egg to create an embryo implanted in any other women.
- Adopting mother- Means women adopt the child below the age of three month and leave will be entitled from the date when child is handed over to adopting mother.

Maternity Benefits, subject to the terms of Maternity Benefit Act, 1961: -

- Women having less than 2 surviving children will be entitled to leave with wages upto 26 weeks, the maximum period of maternity benefit before the date of her expected delivery is 08 weeks leave with wages.
- Women having 2 or more than 2 surviving children will be entitled to leave with wages upto 12 weeks, the maximum period of maternity benefit before the date of her expected delivery is 06 weeks leave with wages.
- A Commissioning mother or Adopting mother will be entitled for the maternity benefits upto 12 weeks leave with wages from the date child handed over to the adopting mother or the commissioning mother as the case may be.
- In case of miscarriage or medical termination of pregnancy, a woman employee is entitled to leave with wages at the rate of maternity benefit for a period of 06 weeks immediately following the day of her miscarriage, or as the case may be, her medical termination of pregnancy.
- In case of tubectomy operation a woman employee is entitled to leave with wages at the rate of maternity benefit for a period of 02 weeks immediately following the day of her tubectomy operation.
- A woman suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation is entitled to leave with wages at the rate of maternity benefit for a maximum period of one month, in addition to the leave of absence allowed to her for maternity or miscarriage / medical termination of pregnancy or tubectomy operation.
- If the nature of work assigned to a woman employee is such that she may work from home, the employer may allow her to do so after availing of the maternity benefit for such period and on such conditions as the employer and the woman may mutually agree.
- Every woman entitled to maternity benefit under the Maternity Benefit Act, 1961 is also entitled to receive from her employer a medical bonus of Rs. 3,500/-, if no prenatal confinement and postnatal care is provided for by the employer free of charge.
- After delivery a woman upon returning to work is entitled in the course of her daily work to 02 breaks of the prescribed duration for nursing the child until the child attains the age of 15 months. Such breaks would be in addition to the intervals of rest allowed to her.
- If establishment having 50 or more employees than a creche facility will be provided by the employer either separately or along with common facility w.e.f 01.07.2017, the 4 visits in a day may be allowed to female employee including the period of rest intervals. The Central Govt is expected to issue the necessary direction in this regard.
- The Maternity leaves cannot be the ground to discharge or dismiss the female employee except in case of misconduct defined under the Maternity Benefit Rules.

NOTE:

A woman employee who is qualified to claim maternity benefit under section 50 of the Employees' State Insurance Act, 1948 shall not be entitled to claim maternity benefit from the Company under the Maternity Benefit Act, 1961.



- The Company shall not knowingly employ a woman during the 06 weeks immediately following the day of her delivery, miscarriage or medical termination of pregnancy.
- It may also be noted that the Maternity Benefit Act prohibits a woman to work in any establishment during the 06 weeks immediately following the day of her delivery, miscarriage or medical termination of pregnancy.

For more information, please refer to the policy section of the HR page on the company intranet.

www.nokia.com © Nokia Solutions and Networks 2021 14 (16)



CONSENT FOR SHARING PERSONAL INFORMATION / DATA

I, RAKSHITHA B S, hereby grant my consent for sharing of my personal information and/or any personal sensitive data including financial data which also is capable of identifying me ("Personal information") with Nokia Solutions and Networks Pvt. Ltd. including its affiliates ("Nokia Solutions and Networks") for the following purposes:

- Providing the Personal information to any third party appointed by Nokia Solutions and Networks who prior to the a. disclosure of Personal information are bound to confidentiality agreement in writing with Nokia Solutions and Networks.
- Providing the Personal information to any third party appointed by Nokia Solutions and Networks who prior to the b. disclosure of Personal information are bound to confidentiality agreement in writing with Nokia Solutions and Networks.
- Employment-related actions including but not limited to processing compensation and benefits and any action required C. in the context of my employment or in relation thereto by Nokia Solutions and Networks.
- d. Sharing or storage with any third party for the purpose of restructuring, reorganisation, mergers, combinations, hive-off by Nokia Solutions and Networks.
- e. Sharing or storage with any customer, vendor and business partners of Nokia Solutions and Networks as required in consequence of a valid business agreement entered between Nokia Solutions and Networks or customer, vendor and business partners.

Name:	RAKSHITHA B S			
Date:			Signature:	



Date: 08-12-2021 Ref: 2100000HDV

Pre- Employment medical Checkup Authorization

Telephone: +91 (124) 4504 000 Direct fax: +91 (124) 4504 999 This is to authorize **RAKSHITHA B S** to undergo Pre-Employment Health Check-Up.

Nokia Solutions and Networks India Pvt. Ltd. (Formerly known as Nokia Siemens Networks Pvt. Ltd.)

7th Floor, Tower A, Building No. 9A

DLF Cyber City, Phase - III Gurgaon - 122002 Haryana (India)

Corp Identity No. U72900DL2006PTC155149

Regd. Address:

Nokia Solutions and Networks India Pvt. Ltd. 1507, Regus Business Center, Eros Corporate Tower Level 15, Nehru Place, New Delhi -110019, India

Below are the steps to Register:

- Login to https://vhealth.io/campaign/nokia-preemp/
- Register yourself and make payment of INR 950 towards the health check-up
- You will receive an appointment confirmation call from Indian Health Organization within the next two working days

In case of clarity required regarding your appointment, you can also write at wellness@iho.in

Kindly note: Your fitness status and reports will be shared only with HR Department at Nokia.



Manu Dua Human Resources



Offer: Computer Consultancy

Ref: TCSL/CT20203082432/Lucknow

Date: 16/12/2021

Mr. Naveen Kumar K #843rd Main, Vigneshwaranagar, Bangalore-560091, Karnataka. Tel# 91-8792098494

Dear Naveen Kumar K,

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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91-522 666-1001 Fax: 91-522 666-1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400-021 TCS Careers Serviceline: 1800-209-3111 Email: careers@tcs.com



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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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.

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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 ICS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India fel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 ICS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. 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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

7

HILL

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 india Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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.

13. 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.

14. 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.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. 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.

17. 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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



18. 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.

19. 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.

20. 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
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a
- 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:

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 ICS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



- *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)
- *Passport
- *NSR E-Card

21. 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.

22. 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.

23. 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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

171, Vibhuti Khand, Gomti Nagar, Eucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 ECS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



24. 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.

25. 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. Â 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 oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Withdrawal of Offer Withurston accept the offer from TCSL within 7 days, it will be construed that you are not if you and in this employment and this. If you have a second 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

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms

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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Servicetine: 1800-209-3111 Email: careers@tcs.com



GROSS SALARY SHEET

Annexure 1

Name

Naveen Kumar K

Designation

Assistant System Engineer-Trainee

Institute Name

Dr Ambedkar Institute Of Technology, Bangalore

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**	0.20	
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.

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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India (el: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

13

^{*} 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.



Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007 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	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka Chennal TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennal, Tamil Nadu 600119 DELHI – Nolda
DELHI – Gurgoan TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003,	TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th Floor, Glaxy Business Park, Block - C & D, Sector - 62,
Faridabad Road, Gawai Faridan, Gorgani Haryana Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati	Noida - 201 309,UP Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
781006, Assam INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil	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 -
Hatod, Indore - 452018, Madhya Pradesh KOCHI TCS XP HR Lead	MUMBAI TCS XP HR Lead Tata Consultancy Services, Tata Consultancy Services, Tata Consultancy Services,
TCS centre, Infopark Road Infopark Costs, Kakkanad, Kerala 682042 NAGPUR TCS XP HR Lead	Yantra Park, Pokharan Road Number 2, Rd, Thane, West, Thane, Maharashtra 400606 PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108, Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	Hinjewadi Phase III, Pune

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com 15



Associate's Obligations

'n

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 Associate agrees to treat the Confidential Information as strictly confidential and a trade third parties except for or on behalf of or as directed or authorized by TCS or to a person termination of employment, the Associate agrees to surrender to TCS all Confidential having a valid contract with or need under TCS, any Confidential Information. Upon Information that he or she may then possess or have under his or her control

ယ

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

TCSL/CT20203082432 TCS Confidential

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhut Khand, Gomti Nagar, Lucknow 226 010 India

1/1, Vibhut Khand, Gomti Nagar, Lucknow 226 010 India

1/1, Vibhut Khand, Gomti Nagar, Lucknow 226 020 India

161: 91-522-666-1001 Fax: 91-522-666-1001 Websile: www.tcs.com

161: 91-522-666-1001 Fax: 91-522-666-1001 Websile: Nurmal Building, 9th Floor, Narman Point, Mumbal 400-021

162: 91-522-666-1001 Fax: 91-522-666-1001 Websile: Rurmal Building, 9th Floor, Narman Point, Mumbal 400-021

163: 91-522-666-1001 Fax: 91-522-666-1001 Websile: Nurmal 800-021

163: 91-522-666-1001 Fax: 91-522-666-1001 Websile: Nurmal 800-021

163: 91-522-666-1001 Websile: Nurmal 800-021

163: 91-522-666-1001 Websile: Nurmal 800-021

164: 91-522-666-1001 Websile: Nurmal 800-021

165: 91-522-666-1001 Websile: Nurmal 800-021

165:



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.

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 device. 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. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

- (a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.
- (b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Ñagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



- from working in a manner consistent with TCS data privacy and security policies/ (c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate protocols
- or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code (d) will inform the HR of the Unit if the Associate shares a home with any family member of Conduct Conflict of Interest provision.
- (e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.
- (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, (f) will be using the Company allotted laptop or similar authorized computing device mandated by the Customer).
- (g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

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 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 in writing by TCS.

No License

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

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

8



10. 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.

11. 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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

22-1



- (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.

TCS Confidential TCSL/CT20203082432

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

1/1, Vibhuti Khand, Gomti Nagar, Lucknow 226 010 India Tel: 91 522 666 1001 Fax: 91 522 666 1001 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com 20



HRD/3T/1000793297/20-21

January 8, 2021

Ms. Meghana Dixit K R

4, Shree Lakshmi Nilaya, 5Th Main Near Bel North Gate
Krishna Temple Road
Bengaluru-560097
India

Ph: +91-9972417293

Dear Meghana,

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 Bichard Lobo
Date: 2021.01.08 2:52:12 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



HRD/1000793297/20-21

January 8, 2021

Ms. Meghana Dixit K R 4, Shree Lakshmi Nilaya, 5Th Main Near Bel North Gate Krishna Temple Road Bengaluru-560097 India

Ph: +91-9972417293

Dear Meghana,

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 08-Feb-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 2020-21 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 4,00,000 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 in our campus recruitment program 2020-21. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will 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 produce all marks sheets and other relevant documents, at least till the penultimate semester. 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 Pichard Lobo
Date: 2021.01.08.2:52:12 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 Training)

	COMPENSATION DETAILS (All figures in INR per month)		
NAME	Ms. Meghana Dixit K R		
ROLE	Systems Engineer		
ROLE DESIGNATION	ROLE DESIGNATION Systems Engineer Trainee		
1. MONTHLY COMPONENT	S		
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)			
MONTHLY GROSS SALARY 22			
2. ANNUAL COMPONENT			
BONUS / EX-GRATIA - (Balan the advance (95%) paid out on a	ce 5% will be paid out in the end of the financial year after adjusting monthly basis)	150	
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12% of Basic Salary			
GRATUITY - 4.81% of Basic Salary*			
FIXED GROSS SALARY (1+2+3)			
TOTAL GROSS SALARY		25,000	

OTHER BENEFITS					
Scheme Eligible Amount In INR Interest Monthly Instalments Margin Money (To be borne by the employed)					
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	NAME Ms. Meghana Dixit K R						
ROLE	Systems Engineer						
ROLE DESIGNATION	Systems Engineer	Trainee					
1. MONTHLY COMPO	NENTS						
BASIC SALARY						15,000	
BASKET OF ALLOWAN	ICES					4,478	
BONUS / EX-GRATIA (9 monthly basis)	95% of the eligible amount (20% of Basic	Salary) being	paid o	ut on a	2,850	
MONTHLY GROSS SA	LARY					22,328	
2. ANNUAL COMPONE BONUS / EX-GRATIA - the advance (95%) paid or	(Balance 5% will be paid ou	it in the end o	f the financial	year af	iter adjusting	150	
the advance (93%) paid of	it on a monthly basis)					130	
3. RETIRAL BENEFITS	5						
PROVIDENT FUND - 12	PROVIDENT FUND - 12% of Basic Salary						
GRATUITY - 4.81% of Basic Salary*					722		
FIXED GROSS SALAR	Y (1+2+3)					25,000	
4. INCENTIVE COMPONENTS At an indicative Payout of 5% Payout of 10%					At indicative Payout of 20%		
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000	
TOTAL GROSS SALAR	RY (Inclusive of the incenti	ve Compone	nt at indicativ	ve payo	out 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	gible 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