

Panchajanya Vidya Peetha Welfare Trust (Regd)

# **Dr. Ambedkar Institute of Technology**

An Autonomous Institution, Affiliated to Visvesvaraya Technological University, Belagavi, Aided by Govt. of Karnataka, Approved by All India Council for Technical Education (AICTE), New Delhi Accredited by NBA and NAAC with 'A' Grade

BDA Outer Ring Road, Mallathalli, Bengaluru - 560 056

Ref. No.

Date : .....

# Department of Information Science and Engineering List of Placements made for the last three academic years: 2018-2022 Batch

SLNo.	USN	Name of the candidate	Organization Placed in	Salary Offered
1	IDA181S001	ADITHYA S	MAY BANK	5.5LPA
2	1DA18IS002	ADITYA DIXIT	media_net	8LPA
3	1DA18IS003	ADITYA AMRIT	HITACHI	6LPA
4	1DA18IS005	AMAN KUMAR	ТАТА	7LPA
5	1DA18IS009	ANUJ S M	VALTECH_	5LPA
6	1DA181S015	C RAVI KUMAR	ACCENTURE	5.4LPA
7	1DA18IS017	DEEKSHA R SAPATE	WIPRO	3LPA
8	1DA18IS021	GNANESH K S	HARMAN	5LPA
9	1DA18IS024	HARSHJEET KUMAR	VALTECH_	SLPA
10	1DA181S026	HIMANI SAHOO	VALTECH	SLPA
11	IDA18IS031	MAHENDRA R	BOSCH	5LPA
12	IDA18IS033	NAYANA K N	COGNIZANT	3LPA
13	1DA18IS038	PRANJAL	BOSCH	5LPA
14	1DA18IS039	PRIYA RAMESH NAIK	COGNIZANT	2.4LPA
15	1DA181S040	PRIYANKA D HOSMANI	ACCENTURE	5.4LPA
16	1DA181S046	SANSKAR KUMAR	BESTOL	4.5LPA
17	1DA18IS047	SHAMA PONNAPPA A	TCS	3.6LPA
18	1DA18IS052	SUMAN R M	HARMAN	5LPA
19	1DA18IS053	SURYA C	AXISCADES	3.20LPA
20	IDA191S401	KEERTHANA P	PIXUATE	4.5LPA
21	1DA19IS403	NIRAKSHITH G	BOSCH	5 LPA
22	IDA191S405	RAKSHITH R	BOSCH	5 LPA

Placement officer

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

PRINCIPAL Dr. Ambedkar Institute of Technology Bengaluru-560 056

Ph : 23211232, Fax : 080-23217789, E-mail : principal@drait.edu.in, Website : www.drait.edu.in



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BDA Outer Ring Road, Mallathalli, Bengaluru - 560 056

#### Rel. No.

Date : .....

# Department of Information Science and Engineering List of Placements Students for 2017 -2021 Batch

SI No	USN	Student Name	Name of the employers	3.3 LPA
1	1DA17IS002	ADITYA TIWARI	BIRLASOFT	3.6LPA
2	1DA17IS004	ASHRAY KB	TCS	7LPA
3	1DA17IS006	BHANAVI V GOWDA	COMVITA	and the second se
4	1DA17IS007	CHETHANA DESAI	COGNIZANT	3.75LPA
5	1DA17IS009	GAGANA K	NTT DATA	4.01LPA
6	1DA17IS010	GAGANA R		3LPA
7	1DA17IS011	GURURAJ R PYATI	TCS	3.37LPA
8	1DA17IS012	HARSHA CHOUDHARY	TCS	3.37LPA
9	1DA17IS013	KOUSHIK J	Capgemini	
10	1DA17IS014	L VISWESH S ARYA	Prodapt Solutions Pvt Itd	3.3LPA
11	1DA17IS016	MEENU RATHORE	TCS	3LPA
12	1DA17IS017	MYTHRI R	BIRLASOFT	
13	1DA17IS018	NACHIKETHA M NAIK	NTT DATA	3LPA
14	1DA17IS021	NITIN RANJAN	BIRLASOFT	
15	1DA17IS022	PRATIK OJHA	TCS	3.36LPA
16	1DA17IS023		HCL	
17	1DA17IS024	RAGHAVENDRA ASHOK BHAT	BIRLASOFT	3.83LPA
18	1DA171S024	RASHMI BALURAGI	ACCENTURE	3.6LPA
19	1DA17IS026	SANJANA R	HCL	3.5LPA
20		SARTHAK KHANDELWAL	TCS	7LPA
20	1DA17IS028	SATHYENDRA H R	TCS	7LPA
21	1DA17IS031	SHAMITA J	BIRLASOFT	3.8LPA
22	1DA17IS032	SHRAVAN NAVANEETH		4.01LPA
	10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	KUMAR	CAPGEMINI	HOTEL /1
23	1DA17IS035	SHUBHAM KUMAR	TCS	7LPA
24	1DA17IS036	SOMESH DHARIWAL	WIPRO	3.75LPA
25	1DA17IS039	SUNIDHI V CHATE	CAPGEMINI	
26	1DA17IS048	AMITH V HIREMATH	COGNIZANT	4.01LPA
27	1DA16IS017	MEGHANA R	HCL	4.01LPA
28	1DA17IS040	SUSHMA G	BIRLA SOFT	4.0LPA 3.60

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

PRINCIPAL Dr. Ambedkar Institute of Technology Bengaluru-560 056

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BDA Outer Ring Road, Mallathalli, Bengaluru - 560 056

Ref. No.

Date : .....

# Department of Information Science and Engineering List of Placements made for the last three academic years: 2016 Batch

SI	USN	Student Name	Name of the employers	Salary Offered
		ANMOL MALLIKARJUN		3.6 LPA
1	1DA16IS002	NEMAGOUDA	TCS	
2	1DA161S007	DEEPA S	Bosch	4.5 LPA
3	1DA161S008	DHWANIPRIYA K M	IBM	4.5 LPA
4	1DA161S009	GIRIJA N	INFOSYS	3.4 LPA
4	1DA16IS011	KAPIL RAMCHANDANI	EPICOR	3.5 LPA
5	1DA16IS012	KARTHIKEYA	Skill Mine	5.0 LPA
6	1DA16IS019	MOHAMMED AFZAL	INFOSYS	3.4 LPA
7	1DA16IS021	MOHAN KUMAR G	TCS	7.5 LPA
10	1DA16IS022	MONISHA L	Birlasoft	3.3 LPA
11	1DA16IS024	NAGARAJ SUBRAY PATAGAR	INFOSYS	3.4 LPA
12	1DA16IS029	POUSHALI PAUL	SIEMENS	8LPA
13	1DA161S031	PRASHANT CHOUDHARY	BIRLA SOFT	3,2 LPA
14	1DA161S032	PREETHI VIJAYADAS SHETTY	MPHASIS	3.5 LPA
15	1DA16IS036	PRIYANSHU PARETA	INFOSYS	4.5 LPA
16	1DA161S037	RAMACHANDRA VNIAYAK HEGDE	PLANAR INVESTMENTS	5.5 LPA
17	1DA16IS040	SAUMYA	TCS	7.5 LPA
18	1DA16IS042	SHARANYA R BHAT	JUNIPER NETWORKS	8.0 LPA
19	1DA16JS044	SHREYA RALS	TCS	3.6 LPA
20	IDA16IS046	SHRUTI SINHA	Cognizant	4.011.PA
21	1DA161S049	SUMA YK	Wipro	3.5 LPA
22	1DA161S051	VATSALA V	INFOSYS	3.5 LPA
23	1DA161S052	VENKATA SAIPAVAN KUMAR	WAWELABS	3LPA
24	1DA171S403	DIVYATEJU HONNAPPA KORA	FIDELIS CORPORATION	3LPA
25	1DA17IS407	PRIYANKA B S	COGNIZANT	4.01LPA
26	IDA17[\$411	VIJETH	CLOUD MPOWER	3.6LPA
27	1DA17IS404	KALYAN	JUSTDIAL	5.40 LPA

Placement officer

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

rincipal

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BDA Outer Ring Road, Mallathalli, Bengaluru - 560 056

Ref. No.

Date : .....

### Department of Information Science and Engineering List of Placements made for the last three academic years: 2015-2019 Batch

SINo	USNO	Student Name	Organization Placed in	Salary Offered
1	1DA14IS010	ANUSHA D VAIDYA	Accenture(Ireland)	22 LPA
2	1DA14IS014	GAYATHRI P	IBM	4.0 LPA
3	1DA15IS003	AKSHATHA C TILAGAR	RxLogix	5.0 LPA
4	IDA15IS005	ANUSHKA RAJU	XCD Limited	3.5 LPA
5	1DA15IS014	GAURAV SUDARSHAN	TCS Ltd.	3.6 LPA
6	1DA151S015	HARSH TIWARI	Not joined any company	Not applicable
7	1DA15IS018	KAVYA V	Infosys	3.6 LPA
8	1DA15IS019	KRITI DUBEY	Mindtree Ltd.	3.5 LPA
9	1DA15IS020	L VARUN KADAM	Mindtree Ltd.	3.5 LPA
10	1DA15IS023	MANVITHA RAJU	TCS	3.3 LPA
11	1DA151S026	NIKHIL B P	Version.1	30 LPA
12	1DA151S027	NIKKI NIHAL	Atos Syntel	3.5 LPA
13	1DA151S028	NISARGA G	Fidelity Investments	32 LPA
14	1DA15IS031	PAVITHRA M	Mindtree Ltd.	3.5 LPA
15	1DA15IS033	POORVI KALYANI	TCS	3.3 PLA
16	1DA15IS039	RAKSHITHA S R	Mindtree Ltd.	3.5 LPA
17	1DA15IS043	SAHANA SAGAR H S	TCS	3.3 LPA
18	1DA15IS045	SHIVA PRASAD K S	TCS	3.3 LPA
19	1DA151S052	VIGNESH MALLYA	INFOSYS	3.5 LPA
20	IDA161S402	KARTHIK M M	InFocus	3.5 LPA
21	1DA16IS406	RAKSHITHA J	Tech Mahindra	3.2 LPA

Placement officer

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

Principal

PRINCIPAL Dr. Ambedkar Institute of Technology Bengaluru-560 056

Ph : 23211232, Fax : 080-23217789, E-mail : principal@drait.edu.in, Website : www.drait.edu.in

# Dr.AMBEDKAR INSTITUTE OF TECHNOLOGY DEPARTMENT OF INFORMATION SCIENCE AND ENGINEERING

The Enclosed documents are verified and approved

HOD,ISE HEAD

Suppl. of Information Science & Engs. 3. Ambadkar Institute of Technology Sangalore-560 055.

# 2018-2022

Hitachi Vantara Software Services India Private Limited A Hitachi Vantara Company

REGISTERED ADDRESS Plot No. 09, Survey No. 115/P Nanakramguda Village, Serilingampally, Municipality, Gachibowli Hyderabad - 500 032, India

#### **PRIVATE & CONFIDENTIAL**

15 July 2022

Aditya Amrit #15/2, 4th Floor, 3rd main, 6th cross, MPM layout, Near MPM park, Bengaluru, Karnataka 560056

Dear Aditya,

#### Employment Offer with Hitachi Vantara Software Services India Private Limited

I am delighted to offer you employment with us, Hitachi Vantara Software Services India Private Limited. ("**Hitachi**"). This letter provides you with the terms and conditions of your employment with us:

EXTERNAL JOB TITLE:	Cloud Infrastructure-As-A-Service (IAAS) - Associate
INTERNAL JOB TITLE:	Cloud Infrastructure-As-A-Service (IAAS) - Associate
BASED IN:	Bengaluru, India Travel outside of Bengaluru is required as part of your role.

**REPORTING TO:** Kiran Arshakota START DATE: 08 August 2022 SALARY: Your Total Target Compensation ("TTC") will be INR 6,14,865.00 per annum. This will be divided between your basic salary, flexible allowances, and a targeted bonus component. Your annual basic salary will be INR 2,92,793.00 to be paid in 12 months. The annual flexible allowance will be INR 2,92,793.00. Hitachi is under no obligation to review or increase your salary, whether on an annual basis or otherwise. Hitachi may also deduct from your salary any sums owed by you to Hitachi. BONUS: [VIP] You are also eligible for variable pay under the current Vantara Incentive Plan (VIP); your annual target variable pay is 4.99% of your base salary. This variable pay is paid semi-annually and will be based on Hitachi Vantara LLC's actual performance measured against the relevant period's performance objectives. This performance level may be awarded against a pro-rated portion of your eligible variable pay based on your position and length of employment during the half year. VIP is not guaranteed and any payments awarded are subject to the terms of the current program..

The Tax will be deducted at source and you will be responsible to file the income tax.

#### **PROBATIONARY PERIOD:**

The first six (6) months of employment are considered a probationary period during which each party can evaluate whether the right employment decision has been made. At the conclusion of this probationary period, either party can terminate this contract with no penalty. Termination of this contract during the six (6) months probationary period can take place by Hitachi giving one (1) months' notice to you, or you giving 3 (three) months' prior written notice to Hitachi. Hitachi may, at its discretion, extend the probationary period for such period of months as it thinks appropriate.

**TRAINING:**To enable you to perform your role, Hitachi may provide you<br/>with training as required. It is possible that training may be held<br/>in a location other than your stated location. If such a situation<br/>arises you will need to be prepared to undertake the necessary<br/>travel. It is your responsibility to identify training needs to<br/>maintain skill relevance and in doing so, discuss these needs<br/>with your reporting manager to seek approval prior to<br/>committing to any external or internal training.

ANNUAL LEAVE: In addition to all Hitachi paid company holidays, you will be entitled to 18 days earned leave and 12 days sick leave per year. Requests for earned leave must be discussed with and approved by your reporting manager prior to the leave being taken. An employee can carry forward 10 Earned Leaves (EL) of the present year to the next year.

> Annual leave which is accrued but unused will be paid out upon termination, subject to applicable legal requirements. The Hitachi policy on leave entitlement applies to you.

You and your eligible dependents will be eligible to participate in the standard health insurance benefits. Hitachi reserves the right to determine which of your family members are entitled to this benefit.

Please refer to the latest Benefits Statement document outlining your various benefits and schemes applicable to you. Hitachi may also vary the terms of any of the benefits and/or schemes provided to you from time to time and may withdraw such schemes without providing a replacement.

SICKNESS: You are entitled to paid sick leave as provided by applicable statutes. Hitachi reserves the right to change its sick leave policy from time to time. You must provide a medical certificate from a medical practitioner or registered dentist for each paid sickness day immediately on return to work. You must ensure that all sick leave taken are recorded in Hitachi's leave application system.

EXPENSES: Expenses directly incurred as part of conducting Hitachi business will be reimbursed provided that you follow Hitachi's then-prevailing Travel & Expense Policy in place. This applies to travel expenses other than travel undertaken to and from your home to your place of work.

BENEFITS:

#### **TERMINATION:**

This contract may be terminated by either party providing three (3) months' notice; or by Hitachi providing three (3) months' salary in lieu of notice. In addition, Hitachi may terminate this employment without any prior notice and without being liable for any compensation or salary in lieu of notice if any one of the following occurs: (a) you are imprisoned or have committed a crime during your employment; (b) you have committed a breach of any of the terms of this letter or violated Hitachi's policies and procedures; (c) you are absent without cause, in which case you are deemed as having voluntarily abandoned your employment with us; or (d) you have been found guilty of committing an act of fraud, dishonesty or breach of trust, or causing loss or damage to Hitachi property.

Upon termination, you shall immediately return all Hitachi property, including but not limited in documents, security passes and computing equipment.

#### **RESTRICTIVE COVENANTS:**

You warrant that you do not have in your possession and will not bring to Hitachi any unauthorized confidential information or intellectual property of any company during your term of employment with Hitachi. You agree to indemnify Hitachi for any direct or indirect costs and/or liability for your breach of this warranty.

You shall not (either solely or jointly with any other person, firm or company and whether directly or indirectly) carry on or be engaged in or interested in any other business or occupation during the period of your employment with Hitachi without the prior written approval of Hitachi. Without limiting the foregoing, Hitachi reserves its sole right to refuse its approval if such business or occupation is or may be in competition with Hitachi and/or which would involve the use of Hitachi's time, property, facilities or resources.

As a condition of this employment offer you must agree to disclose any restrictive employment agreements you may have entered into with a previous employer. Any such agreement(s) will need to be reviewed by Hitachi, before Hitachi will accept your agreement to this offer of employment.

INTELLECTUAL PROPERTY: Copyright or other intellectual property may subsist in the work generated by you as part of your employment. Any such intellectual property rights shall vest absolutely in Hitachi, and you undertake to execute any necessary documents, and do whatever else may be necessary to secure those rights, even after your employment has ended, including a deed of assignment of any intellectual property in the form provided by Hitachi.

#### **CONFIDENTIALITY:**

You shall keep strictly confidential, and shall not disclose, use, divulge, publish or otherwise reveal, directly or through any third party (including without limitation Hitachi), any confidential or proprietary information of Hitachi or any of its group companies, that was disclosed or received pursuant to this agreement or other prior agreements between you and Hitachi, the negotiations in connection therewith or any of the transactions contemplated thereby, or by reason of the performance by you of your obligations hereunder, or your involvement in the activities of Hitachi, including, but not limited to, documents and/or information regarding customers, costs, profits, markets, sales, products, product development, key personnel, pricing policies, operational methods, technology, know-how, technical processes, formulae or plans for future development except as may be necessary in connection with filings with governmental agencies as required under the applicable laws. Provided, however, that you shall not make any disclosures before providing Hitachi with a reasonable opportunity to seek a protective order. If this agreement is terminated, you shall return to Hitachi all documents relating to any confidential information of Hitachi, which you may have under your control.

Notwithstanding the foregoing, confidential information of Hitachi, or its group companies, if any, shall not include (a) information that was already known to you at the time of the receipt, (b) information that is or becomes freely and generally available to the public through no wrongful act of yours, (c) information that is rightly received by you from a third party legally entitled to disclose such information free from confidentiality restrictions, or (d) information disclosed in connection with legal action initiated by a party to enforce its rights, provided that adequate safeguards are maintained.

# ETHICAL STANDARDS AND BEHAVIOR:

As an employee of Hitachi, you are entrusted with the primary responsibility for sound business conduct and compliance with our Corporate Ethics Policy. It is your responsibility to carefully read the Corporate Ethics Policy and ensure you understand and comply with it at all times.

A copy of the Hitachi Corporate Ethics Policy is provided with this letter. By signing the letter, you acknowledge you have received a copy of the policy which applies to your employment with Hitachi.

You will also ensure that you do not cause Hitachi to be in breach of any privacy policy that it may publish in relation to customer or partner information practices or any applicable privacy law.

GOVERNING LAW: This agreement shall be governed by the laws of India irrespective of conflict of law provisions, and the courts at India Bangalore shall have the sole and exclusive jurisdiction to decide any disputes hereunder.

#### **GENERAL**:

This letter represents the complete employment arrangement and undertaking, and supersedes all previous or precontractual statements, discussions, correspondence, negotiations, arrangements, understandings and agreements, between you and Hitachi. The rights of Hitachi under this Agreement are without prejudice to any other rights it may have at law and any delay by Hitachi in exercising its rights shall not constitute a waiver thereof.

HITACHI

**Inspire the Next** 

Hitachi reserves the right to make reasonable changes to any of your terms of employment in this letter and you will be notified in writing of any change as soon as possible. Your duties include those applicable to you as further described in the Hitachi Consulting Global Job Inventory, based on your internal title and level stated above. You may be required to undertake other duties and responsibilities from time to time as reasonably required or in connection with your employment. Depending on Hitachi's organisational structure and changes thereto from time to time, you may be transferred or reassigned to a different manager, team, department, function, branch, subsidiary or affiliated company of Hitachi.

If any term or provision in this letter shall be held to be illegal, or unenforceable, in whole or in part, under any enactment or rule of law: (a) such term or provision or part shall to that extent be deemed replaced by such valid and enforceable term or provision whose contents are as close as permissible to the illegal or unenforceable term or provision so as to carry out the original intent of the parties as to the point or points in question; and (b) the validity and enforceability of the remainder of this letter shall not be affected.

Rights and obligations in this letter (including those on confidentiality and intellectual property rights) which by their nature should survive the termination of your employment will remain in effect after such termination. Hitachi's rights and benefits shall be transferable, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, or against, its successors and assigns.

#### **EMPLOYEE AGREEMENT:**

Hitachi policy requires all employees to read this letter, which has been delivered to you in duplicate. Please read this document carefully and return one (1) signed copy to Hitachi confirming your acceptance of the terms of this letter.

Please also find enclosed in duplicate Hitachi Consulting Confidentiality Agreement. Upon reading this document thoroughly please return a signed copy with your signed Letter of Employment.

Your employment is contingent upon your agreement to sign and abide by Hitachi's rules of conduct, other employee-related agreements, any applicable handbook, and Hitachi's policies relevant to you, including its business ethics policies. These documents will be presented during your orientation or, if requested, they will be available to you in advance.

We are confident that you will find working with Hitachi to be a rewarding experience both professionally and personally.

Yours sincerely,

awrow

Sourav Prakash Mohapatra Senior Director, Human Resources

Acceptance of Employment Offer

Signature\_\_\_ Aditya Amrit Date\_\_ Date

#### Annexure A to Offer Letter

Name: Aditya, Amrit

#### **Standard Salary Breakups**

	Annual (INR)	Monthly (INR)
Fixed Compensation - (A) + (B)	5,85,586.00	48,798.83
Basic Salary - (A)	2,92,793.00	24,399.41
Flexible Allowances* - (B)	2,92,793.00	24,399.41
Target Variable Pay - (C)	29,2	279.00
Total Target Cash (A) + (B) + (C)	6,14	,865.00
Employer Provident Fund# (D)	35,135.15	2,927.93
Cost-to-Company (excluding gratuity & benefits) - (A) + (B) + (C) + (D)	6,50,	000.16

Your annual basic salary will be to be paid in 12 months. Your target variable pay will be paid in accordance to plan document.

Employee will be eligible for gratuity as per the gratuity laws.

\*Within 2 months upon joining, you will be given access to payroll toll to elect the flexible allowances of your choice.

#Employer's provident fund contribution is 12% of basic salary and any relevant allowance as required by statute.

#### Annexure B

I, Aditya Amrit, hereby agree that my employment with Hitachi Vantara Software Services India Private Limited ("Hitachi") is contingent upon successful verification of my background verification. I have supplied all background and educational information to Hitachi in my employment application, to the best of my knowledge and will cooperate if any further information is required. Hitachi reserves the right to end my employment agreement with me should the results of my background check are not successful. Youremployment is provisional with the Company, unless you complete your relevant degree with an aggregate of 70% marks (including your final examination). Uponreceiving the final degree or provisional certificate from your academicinstitution, you will submit the same within two (2) weeks to the Company. Signature:

Name: Aditya Amrit

Date:



India: +91.22.61487300 US: +1 415.358.0886

July 14, 2022

#### Aditya Dixit

Dear Aditya,

**Media.net Software Services (I) Pvt. Ltd.** is very pleased to make you an offer of employment to begin work as a **"Web Application Developer"** on **1st August 2022 (Tentative).** You will be on probation for a period of **3 months** starting from the day you join the organization. Your position will carry a compensation package of **INR 8,17,084/-** inclusive of fixed components, Joining bonus and benefits.

Your compensation is unique and exclusive to you and should be treated confidentially and as a noncomparable package with other employees.

This offer expires on **July 15, 2022** Eod (it may self-destruct thereafter <sup>©</sup>) and we request that you join us on **1st August 2022.** 

An Employee Confidentiality and Non-Competition Agreement as well as an Appointment Letter will be provided to you upon acceptance of this offer for review and execution on or before your first day of work.

On or before your joining date we will require you to submit the various documents for our records as mentioned in the list enclosed. Your appointment with Media.net Software Services (I) Pvt. Ltd. will come into effect only after you produce all the relevant documents from the attached list of documents. All offers are subject to satisfactory completion of reference checks.

Please feel free to contact us at <u>Mehernaz.i@media.net</u> with any questions and to accept this offer.

Yours Sincerely,

J. Bund

Varun Vijayakumar Senior Director – Human Resources

#### Enclosures:

- 1. Compensation & Benefits package details
- 2. List of documents to be submitted

Aditya Dixit



India: +91.22.61487300 US: +1 415.358.0886

#### ANNEXURE 1 COMPENSATION & BENEFITS PACKAGE

#### Name: Aditya Dixit

Designation: Web Application Developer

COMPONENTS	₹/MONTH	₹/ANNUM	
Basic	25,000	3,00,000	Fully Taxable
House Rent Allowance	12,500	1,50,000	<i>Exempted from tax subject to certain conditions as per the Income Tax Rules</i>
Special Allowance	5,814	69,772	Fully Taxable
Flexible Pay	14,984	1,79,804	Includes components such LTA, Meal Vouchers, Communication, Books and Periodicals, Vehicle related expenses. These components are fully exempted from tax, subject to reimbursement of bills
Provident Fund	3,000	36,000	<i>PF deduction @12% of Basic Pay as employer contribution towards Provident Fund, an equivalent amount will be deducted from your monthly salary in lieu of your contribution towards Provident Fund</i>
Gratuity	1,202	14,424	Eligibility is as per the Gratuity Act
COMPENSATION (A)	62,500	7,50,000	
JOINING BONUS (B)		50,000	The joining bonus would be recovered by Media.net if you were to leave Media.net within one year of joining
COST TO COMPANY (A+B)		8,00,000	
Medical Insurance	715	8,580	Sum insured of INR 4,00,000 - covers cashless hospitalization for you and your dependents i.e either spouse & children or upto 2 siblings under the age of 25. Optionally you can extend this benefit to include your parents/parent-in laws.
Life Insurance		8,504	Sum insured 4X the annual gross salary
BENEFIT VALUATION (C)		17,084	
TOTAL PACKAGE (A+B+C)		8,17,084	

Additional Benefits & Perks: In addition to the above package, you also get some other benefits listed below

Free Snacks & Beverages – Fully stocked snack bar with free snacks

Subsidized Lunch - Buffet lunch/snacks spread, provided at an employee cost sharing basis

♦ <u>Gym</u> - Accessible around the clock for all employees

Yours Sincerely,

J. Ond

Varun Vijayakumar Senior Director – Human Resources



India: +91.22.61487300 US: +1 415.358.0886

#### **List of Documents**

- **1.** Four Passport size color photographs.
- 2. Resume

#### 3. Proof of Residence:

Permanent (& Temporary if any) Passport/ Driving License/ Aadhar Card or any document stating your current and permanent place of residence.

#### 4. Academic & Professional Certificates:

- a) SSC, HSC passing certificate and mark sheet
- b) Graduation Certificate and all semester mark sheets
- c) Post Graduation Certificates and mark sheets
- d) Any other Professional Course Certificates
- e) Resume

#### 5. Details of Previous Employment

- a) Appointment letter (from all previous employers)
- b) Increment Letter (If applicable)
- c) Work experience certificate (from all previous employers)
- d) Salary certificate/Pay slip of last 3 months salary drawn in previous Company
- e) Bank statement of last 3 months from the previous employer (photocopy required)
- 6. Submit 2 photocopy of your Pan card & Aadhar Card (Both Mandatory)
- 7. Form 16/ Salary Certificate/ 16A issued by the relieving company.
- **8.** References: Kindly provide two Professional References along with their contact details and their relation with you. No personal relation references would be accepted.

**IMPORTANT:** Please remember that you MUST submit the above documents on or before the day of joining. Also please carry the original (as well as 1 photocopy) of all the above-mentioned documents for verification.

August 08, 2022



#### Ms. Keerthana P #90, Narayanappa road, RMV 2nd stage Nagashettyhalli, Bangalore – 560094

Dear Keerthana,

#### Sub: Appointment Letter

We are pleased to offer you the position of **Junior Software Engineer** with Cocoslabs Innovative Solutions Pvt. Ltd. This appointment is effective from **August 08, 2022**. The terms of employment are outlined below.

#### 1. Job Title

Your job title will be Junior Software Engineer, and you will report to Technical Manager.

#### 2. Probation Period

Your probation period will be for a duration of 6 months. The Company will assess and review your performance and conduct during this period. The Company may, at its sole discretion decide to extend or reduce the period of probation. Following the completion of probation period, you will be intimated in writing regarding the confirmation of your job at Cocoslabs Innovative Solutions Pvt Ltd.

#### 3. Salary

Your Annual Compensation will be **INR 4,50,000 /- (Four Lakh Fifty Thousand Only)** per annum. Please refer to the enclosed Annexure for detailed compensation breakup. The above salary will be subject to Tax Deducted at Source (TDS) provisions as applicable from time to time. Upon completion of 3 months with us, based on your performance, your Annual Compensation will be revised.

#### 4. Place of Posting

Your job location will be **Bengaluru, Karnataka.** You may however be required to work at any place of business which the Company has or may later acquire.

#### 5. Role and Responsibility

Your key focus of work will be to support and manage the activities related to Junior Service Engineer and related projects. You may also be allocated other tasks depending on the needs of the Company. Please refer to the enclosed Annexure A for detailed Job description.

Throughout your employment period you will work diligently, authentically, and effectively to perform your assigned responsibilities to ensure the desired results that enables the growth of the organisation. At times you may be expected to work beyond your working hours to achieve the responsibilities.

# Cocoslabs Innovative Solutions Pvt. Ltd.

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#### 6. Leave and Holiday

You will be eligible for 12 days of Vacation Leave and 12 days of Sick leave for every calendar year during your engagement with the Company. In addition, you will also be entitled to statutory public holidays published by the organization.

#### 7. Maternity Leave

- a. Female employees who have been in continuous service of employment for not less than 80 calendar days prior to date of commencement of maternity leave will be allowed Maternity leave and this is subject to provisions of the Maternity Benefit Act and the Maternity Benefit (Amendment) Act, 2017.
- b. For availing Maternity Leave, a certificate from a registered medical practitioner must be submitted to HR.
- c. Maternity leaves up to a maximum of 26 weeks with not more than 6 weeks shall precede the date of her expected delivery with full pay, is allowed for pregnancy and is extended for a maximum of two children only.
- d. The maximum period entitled to a woman having two or more surviving children would be 12 weeks of which not more than 6 weeks shall precede the date of her expected delivery.
- e. Adopting mother who legally adopts a child below the age of three months or Commissioning mother shall be entitled to maternity benefit for a period of 12 weeks from the date the child is handed over to the adopting mother or the commissioning mother.
- f. Work from Home (WFH) option after availing the maternity benefits if the nature of work allows to. It should be done on employer/employee consent.
- g. In case of miscarriage, a maximum of 6 weeks leave, with full pay, will be allowed from the date of miscarriage.

#### 8. Hours of Work

Cocoslabs working week is 40 hours and based on priority deliverables, you may have to work on weekends and public holidays for additional hours on a need basis, if any arises. The standard working hours has been from 10.00 am to 7.00 pm from Monday to Friday with 1-hour lunch break. Your working hours must include the core working hours of 11 am to 6 pm and beyond those hours you can switch to flexible working practices.

#### 9. Company Property

You will always maintain in good condition Company property, which may be entrusted to you for official use during your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

#### 10. General

Zero tolerance for false declaration or willfully suppressed information as you will be liable to be terminated from services without any prior notice.

Cocoslabs Innovative Solutions Pvt Ltd provides a safe and gender-neutral work environment and is committed to creating a healthy working environment that enables employees to work without fear of prejudice, gender

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bias, sexual harassment or from any conduct which can be considered harassing, coercive or disruptive, particularly conduct that could tantamount to inappropriate conduct as defined or as stipulated under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 ("Act"). Any conduct that is set forth on the list or has the same impact as any of these, on an employee, a temporary worker, contractor, or outside visitor, will result in appropriate disciplinary action, up to and including termination of employment or from an assignment with the organization.

#### 11. Termination

- a. During probation period your services may be terminated by either party by giving 30 days' notice.
- b. The Company reserves the right at any time during the probationary period to terminate your employment with one weeks' notice should your performance, conduct or general suitability for the role be less than satisfactory.
- c. After the confirmation of your services, your services may be terminated by either party by giving 2 months (60 days) notice.
- d. The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.
- e. Unauthorized absence or absence without permission from duty for a period of 3 continuous days may result in employment being terminated without any formal notice period.
- f. On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any codes, contracts, records, lists, blueprints, letters, notes, data and the like; and Confidential Information, in your possession.

#### 12. Confidential Information

You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means, and you will use such records, documents, and information only in a duly authorized manner in the interest of the Company. At no time, will you remove any Confidential Information from the office without permission.

We insist that you refrain from bringing any confidential or proprietary materials and or to violate any other obligation, use or disclose any confidential information including trade secrets, of any of your former employer.

#### 13. Conflicts of Interest

- a. You are required to engage yourself exclusively in the work assigned by Organization and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise, with monetary compensation or otherwise) directly or indirectly.
- 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 conflict with the interests of Organization.

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- c. The Conflicts of Interest Policy also refers to the need on your part, during your employment and for a period of two years from the cessation of your employment with Organization (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - 1. Any employee of Organization to terminate their employment with Organization or to accept employment with any competitor, supplier, or any customer with whom you have a connection.
  - 2. Any customer or vendor to move his existing business with Organization to a third party or to terminate his business relationship with Organization.
  - 3. Any existing employee to become associated with or perform services of any type for any third party.

#### For Cocoslabs Innovative Solutions Pvt Ltd

Accepted,

Pupel

Pratwiraj Palekar CEO <u>Кеентианар</u> keerthana p (Aug 8, 2022 19:12 GMT+5.5)

Keerthana P Date: Aug 8, 2022

#### Cocoslabs Innovative Solutions Pvt. Ltd.

No. 64, 3<sup>rd</sup> Floor, Railway Parallel Road Kumara Park West, Bengaluru, Karnataka 560020 www.pixuate.com



### Annexure

Name: Keerthana P Business Unit: Technical Grade: P1 Designation: Junior Software Engineer Department: Machine Learning

**Division: Machine Learning** 

Your salary structure is as indicated below:

Salary Components (A)	Monthly (INR)	Annual (INR)
Basic Salary	16,065	1,92,780
House Rent Allowance	8,033	96,390
Transport Allowance	1,600	19,200
Medical Allowance	1,250	15,000
Special Allowance	8,753	1,05,030
Gross Salary (A)	35,700	4,28,400
Other Benefits (B)		
Employers' PF Contribution	1,800	21,600
Total Benefits (B)	1,800	21,600
Cost to Company (A+B)		4,50,000
**Others: Medical Insurance for self and deper	dents will be as per the prevailin	g company policy

We take this opportunity to welcome you to work with Cocoslabs Innovative Solutions. Please acknowledge this letter to indicate your undertaking of the above terms and conditions contained herein.

For Cocoslabs Innovative Solutions Pvt Ltd

Pupp

Pratwiraj Palekar CEO

# Cocoslabs Innovative Solutions Pvt. Ltd.

No. 64, 3<sup>rd</sup> Floor, Railway Parallel Road Kumara Park West, Bengaluru, Karnataka 560020 Accepted,

keerthanap keerthanap (Aug 8, 2022 19:12 GMT+5.5)

Keerthana P Date: Aug 8, 2022

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# Annexure A

# **Job Description**

As a **Junior Software Engineer**, you will support technical manager in building next generation products based on ML based Edge devices. You will actively contribute towards building a successful ML model by involving in data collection, curation, training models, developing scripts etc.

# What do we expect from this role?

- Involve in Data collection, verifying data quality, data cleaning
- Finding available datasets online that could be used for training
- Defining validation strategies
- Defining the pre-processing or feature engineering to be done on a given dataset
- Select appropriate ML Model, train, and inference
- Training models and tuning their hyperparameters
- Analyzing the accuracy, errors of the model and designing strategies to overcome them
- Deploying models to production
- Research and implement appropriate ML algorithms and tools
- Develop machine learning applications according to requirements
- Select appropriate datasets and data representation methods
- Run machine learning tests and experiments
- Perform statistical analysis and fine-tuning using test results
- Train and retrain systems when necessary

# Competencies

- Self-motivated and flexible
- Self-starter and work independently by collaborating with different teams
- Strong analytical and problem-solving skills
- Strong interpersonal and communication skills
- Ability to work under pressure
- Integrity & ethical

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# **Employee Confidentiality Agreement**

This Agreement is effective when signed by and between Cocoslabs Innovative Solutions Private Limited (hereinafter referred as the "Company"), a private limited company having its registered office at No 64, 3<sup>rd</sup> Floor, Railway Parallel Road, Kumara Park West, Sheshadripuram, Bengaluru – 560020 and **Keerthana P** (hereinafter referred as the "Employee"), collectively referred to as the "Parties".

The Company has employed **Keerthana P** from **August 08, 2022**, and this agreement is intended to protect the confidential information disclosed by the Company during his employment. In consideration of the remuneration paid by the Company, the receipt and adequacy of which is hereby acknowledged, the Employee hereto agrees as follows:

- 1. Confidential Information: The Parties agree that information disclosed orally or in writing or made available by the Company ("Company") to another Party ("Employee"), including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; customer information; computer programs; software codes; databases; suppliers; software; distribution channels; marketing studies; intellectual property; information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed "Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement during employment was intended to be and shall be subject to the terms and conditions of this Agreement.
- 2. **Restrictions and Exceptions:** The Employee agrees to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use for a period of two (2) years from the date of last disclosure by the Company.
- 3. **Non-Disclosure**: The Employee expressly agrees that he/she shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. The Employee shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Employee uses to protect its own Confidential Information. The Employee shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility.
- 4. **Ownership of Confidential Information:** All Confidential Information, and all material items delivered by the Company to the Employee, remains the property of the Company and no license or other rights in the Confidential Information are granted to the Employee by this Agreement or by the act of disclosure.

# Cocoslabs Innovative Solutions Pvt. Ltd.

No. 64, 3<sup>rd</sup> Floor, Railway Parallel Road Kumara Park West, Bengaluru, Karnataka 560020



- 5. **Return of materials and documents:** Upon the written request of the Company, the Employee shall return to it (or, at the request of the Company, erase or destroy) all materials that contain or embody any Confidential Information of the Company, including but not limited to all computer programs, documentation, financial statement, forms, notes, plans, drawings, customer information and copies thereof. Return or destruction of such material shall not relieve the Employee of its obligations of confidentiality. Upon the request of the Company, the Employee will certify that it has complied with the provisions of this paragraph.
- 6. **Non-Circumvention:** The Employee agree to not circumvent the Company and work with business associates, clients, and other third-party vendors introduced by the Company. This non-circumvention provision shall expire at the end of one (1) year from the date of termination of this Agreement.
- 7. Non-solicitation: During the term of your employment, In order to protect the Company's legitimate business interests, including (without limitation) its interests in the Proprietary Information, its substantial and near permanent relationships with Clients, and its Client goodwill, Employee agrees that during the employment with the Company, and continuing for two (02) years after the date of employment with the Company ends for any reason (including but not limited to voluntary termination by me or involuntary termination by the Company), Employee shall not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, and either for benefit or for the benefit of a third party: (a) solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company or to work in any capacity for any person or entity other than the Company; (b) solicit the business of any Client (other than on behalf of the Company). Employee agrees that should he/she violate this covenant of non-solicitation; the Company shall be entitled to claim damages including cost of litigation and legal consultations from the employee.
- 8. Non-Compete: You agree that during the term of the employment with the company and for a period of one (1) year thereafter regardless of the reason for termination of your employment with the company you shall not directly and /or indirectly compete with the business of the company or its successors or assigns in the following manner. (a) By soliciting and/or pursuing training / employment and/or contract or any other opportunities (both full time and part time), either directly or indirectly with the past and present clients of the company regardless of whether or not you personally dealt with that client during your employment at the company. (b) By inducing any personnel of company to leave the employment services with a view to solicit employment elsewhere. (c) That failure to comply with any of these statutes would constitute a serious breach of employee's contract of employment and may result in immediate legal action as well as termination of your employment for cause.
- 9. **Ownership of Intellectual Property.** Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how,

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ideas and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development, or (b) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or trade secret information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company. All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any member of the Company Group and in the scope of Employee's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all reasonable acts deemed necessary by the Company to assist the Company Group, at the Company's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Company Intellectual Property.

- 10. **No Tampering:** While Employee is employed by the Company and for two year following the termination of Employee's employment with the Company, the Employee shall not (a) request, induce or attempt to influence any supplier of goods or services to the Company to curtail or cancel any business they may transact with the Company; (b) request, induce or attempt to influence any customers of the Company that have done business with or potential customers which have been in contact with the Company to curtail or cancel any business they may transact with the Company; or (c) request, induce or attempt to influence any employee of the Company to terminate his or her employment with the Company.
- 11. **Remedy:** The Employee hereby acknowledge that unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Company, which could cause significant and irreparable financial harm. Accordingly, the Employee agree that the Company shall have the right to seek and obtain injunctive relief from breaches of this Agreement, in addition to any other remedies at law or equity, to enforce such provisions.
- 12. **Termination:** This Agreement shall survive and remain in effect and expressly terminated in writing and signed by all Parties, or until two (2) years from the date of termination of employment between the Company and the Employee.
- 13. **General:** This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The provisions

**Cocoslabs Innovative Solutions Pvt. Ltd.** No. 64, 3<sup>rd</sup> Floor, Railway Parallel Road

Kumara Park West, Bengaluru, Karnataka 560020



of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only upon the written consent of all parties. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will.

#### For Cocoslabs Innovative Solutions Pvt Ltd

Accepted,

Pupil

Pratwiraj Palekar CEO

keerthana p keerthana p (Aug 8, 2022 19:12 GMT+5.5)

Keerthana P Date: Aug 8, 2022

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No. 64, 3<sup>rd</sup> Floor, Railway Parallel Road Kumara Park West, Bengaluru, Karnataka 560020 www.pixuate.com



# Offer: Computer Consultancy Ref: TCSL/CT20213646535/Bangalore Date: 14/10/2021

Ms. Sahana P V #422, I T I Layout 3rd Phase, Opposite To Rajarajeshwari Arch1st Main Road, Grc Brundavan, Bengaluru-560039, Karnataka. Tel# 91-9740509492

Dear Sahana P V,

# 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 &

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# TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

# **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

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

# **BOUQUET OF BENEFITS (BoB)**

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

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

### 1. House Rent Allowance (HRA)

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

# 2. Leave Travel Allowance

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

#### 3. Food Card

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

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### PERFORMANCE PAY

### Monthly Performance Pay

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

#### **Quarterly Variable Allowance**

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

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

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

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

#### **CITY ALLOWANCE**

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

# **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

# OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

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### 1. Basic Cover

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

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

### 2. Higher Hospitalisation

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

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

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

#### Maternity Leave

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

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

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

#### Loans

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

#### **Professional Memberships**

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

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# TATA CONSULTANCY SERVICES

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# RETIRALS

### **Provident Fund**

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

# Gratuity

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

# **TERMS AND CONDITIONS**

# 1. Aggregate Percentage Requirements

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

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

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

# 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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### 3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

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

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

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

## 4. Working Hours

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

## 5. Mobility

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

#### 6. Compensation Structure / Salary components

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

## 7. Increments and Promotions

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

#### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

## 9. Confidentiality Agreement

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

### **10. Service Agreement**

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

#### 11. 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

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## TATA CONSULTANCY SERVICES



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.

### 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

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

# 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)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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

#### 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

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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.

## 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.

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## 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

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

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## TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Sahana P V	
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
Xplore/ Learning Incentive****		Upto 60,000

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

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

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

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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#### Annexure 2

Ahmedabad	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 – 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	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services, Eth Floor, NEDE: House C.S. Road, Dianur Cumebati	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	KOLKATA
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	

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# TATA CONSULTANCY SERVICES

Annexure 3



## **Confidentiality and IP Terms and Conditions**

## 1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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# TATA CONSULTANCY SERVICES



#### 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.

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## TATA CONSULTANCY SERVICES



#### 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.

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(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.

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## TATA CONSULTANCY SERVICES



#### 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.

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#### TATA CONSULTANCY SERVICES



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

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

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# Offer: Computer Consultancy Ref: TCSL/CT20213647522/Bangalore Date: 01/09/2021

Mr. Aman Kumar Room No. 113, Ananda Bhavan Dr.Ait Men'S Hostel,Bengaluru, Dr. Ambedkar Institute Of Technology, Bengaluru-560056, Karnataka. Tel# 91-9419246139

Dear Aman Kumar,

### Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

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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 INR 15,000/- 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 INR **7,500/-** 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 INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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#### 4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

## PERFORMANCE PAY

### **Monthly Performance Pay**

You will receive a monthly performance pay of INR **4,300/-**. 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.

#### **Performance Bonus**

Your Performance Bonus will be INR **3,100/-** 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.

Performance Bonus 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 Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

#### CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

#### **RETENTION INCENTIVE**

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

#### **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.

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#### OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### 1. Basic Cover

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

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### 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.

# 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

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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.

## 3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

### 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 to 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 probation 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 offer as an employee with TCS you are required to

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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 your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

## **10. 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.

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. 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.

### **11. 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.

## 12. 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

#### **13.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.

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

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#### TATA CONSULTANCY SERVICES



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.

## 14. 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.

# 15. 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.

# 16. 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.

# 17. 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 probation/service without notice.

## **18. 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

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- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

## 19. 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.

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#### 20. 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.

### 21. 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.

### 22. 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.

### 23. 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.

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(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.

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# TATA CONSULTANCY SERVICES



#### Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

# For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

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



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#### **GROSS SALARY SHEET**

Annexure 1

Name	Aman Kumar	
Designation	Systems Engineer	
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	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis.

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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#### 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	
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,
<b>T</b> •	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus , Kariyavattom P.O.	
Trivandrum - 695581, India	1

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# TATA CONSULTANCY SERVICES

Annexure 3



## **Confidentiality and IP Terms and Conditions**

## 1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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# TATA CONSULTANCY SERVICES



#### 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.

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#### TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

## 5. Use of third party material

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

### 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

#### 8. No License

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

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## TATA CONSULTANCY SERVICES



#### 9. Equitable Rights

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

#### 10. General

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

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

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

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

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## TATA CONSULTANCY SERVICES



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

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

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# TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



May 17, 2022

Gnanesh K S (GNANESH S) Dr. Ambedkar Institute of Technology ,boys hostel,BDA, Outer Ring Rd, Near, Gnana Bharathi, Bengaluru, Karnataka 560056 s/o Soma Shekar T H , Bypass Road , Lakshmidevinagara, kudur, Magadi(T), Ramanagra(D) 51101, BANGLORE- 560056 Karnataka

#### Sub: Offer of Employment

#### Dear Gnanesh,

Thank you for investing your time to pursue an opportunity with Harman Connected Services Corporation India Pvt. Ltd, Bangalore.

We are delighted in offering you an employment opportunity as **Associate Engineer-Product Development** with Harman Connected Services Corporation India Pvt. Ltd, Bangalore

Further, "Company" for all purposes in this document shall mean Harman Connected Services Corporation India Pvt. Ltd, Bangalore and or its Affiliates, where the context may so require.

#### Following are the terms and conditions associated with your employment:

- You will receive a fixed compensation package of INR 500000/- per annum.
- You will also receive a one time Joining bonus of **INR 50000/-**. You will receive a one-time Joining Bonus of Rs. 50,000/paid out in 2 equal instalments. The first instalment of Rs. 25,000/- is to be paid along with salary payable for your sixth month, and the second instalment of Rs. 25,000/- is to be paid along with salary payable for your twelfth month.
- Your date of joining will be on/before **30 May 2022**.
- Your initial place of posting will be in IN\_Bangalore\_Jupiter, Prestige Tech Park
- You will report to the **Business Unit/Function Head** or his/her nominee.
- Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- This offer and the subsequent employment is contingent upon you successfully clearing your degree and submitting all relevant documentation on or before October 31, 2022. Any failure to do within the prescribed duration shall result in termination of your employment with immediate effect.
- Your employment 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. By virtue of accepting this offer letter, you are hereby confirming that you do not have any non-compete obligations or other restrictive clauses of any nature whatsoever with any previous employer/s)
- 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.
- It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.
- Company has different Business Units and you may be transferred within or across Business Units based on the requirement of Company. Please note you may also be transferred to any location and may be required to work in different shift timing as per the business requirements.
- Your designation may be changed depending on the work assigned to you at the discretion of the Company.
- You will be entitled for an aggregate of 21 days of Privilege/Earned leave in accordance with the Company's policy as applicable from time to time. For all other leave types, you can refer to HR Policy section in the Company Intranet.
- You will be entitled to personal accident insurance coverage under the Company's group insurance plan. You and your family will be entitled to a comprehensive health insurance plan.
- During the course of your employment, to enable you to discharge your duties efficiently, Company may invest in you by providing you specialized and/or certified job-related training. If you choose to separate from the Company after undergoing the training (for a minimum period as may be communicated prior to such training), Company has the right to recover any and all expenses expended on your training including and not limited to associated expenses thereof.



- You may be required to travel on Company work and you will be reimbursed expenses as per the then prevalent Company policy on travel and expenses.
- You will not undertake business of similar nature with any other Company during the period of your employment with this Company.
- The notice period applicable for separating from the Company's services is 90 days. You will find more details on the separation procedure/ process on the HR Policy section of the Intranet.
- 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).
- If you are absent for a continuous period of 5 working days without obtaining your manager's approval, Company may construe this as an act of abandonment and will proceed to follow the process as defined under the policy concerned.
- You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 60 years.
- You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, drawings, designs, etc. of the Company. Also, you shall not take any technical documents or information or copies thereof belonging to the Company outside the office unless specifically entrusted to you in writing.
- If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the items to this Company prior to you separating from the services of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.
- You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.
- During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.
- You will abide by the Employee Service Conditions enumerated in Annexure 1. Any and all of the terms and conditions of service may be modified or changed at any time by the Company at its discretion.
- The benefits as outlined in Annexure 2 & 3 are subject to change at the Company's discretion.

We are excited to have you join us and welcome you to the Harman family.

Please also submit a duplicate copy of this letter duly signed at the time of joining. On the day of joining, you are requested to be present at 8:30 a.m. for your on-boarding formalities at Kaadubeesanahalli Village, Sarjapur Marathahalli Ring Road Prestige Technology Park, Jupiter 2A Block, Bangalore- 560103 Karnataka

#### You are required to submit to us the following at the time of your joining:

- Photocopies of your 10th and highest educational qualifications (including all marks sheet)
- 3 passport size photographs with dark grey background(Sample enclosed).
- Relieving letter from previous employer, if applicable
- Recent Salary statement, if applicable
- Documents indicating employee number of last two employers, if applicable
- Photocopy of Passport (indicating Passport number, validity, address and age)
- Proof of age and address if different from those mentioned in Passport or not having Passport
- Photocopy of PAN card, (Any other Identity card if PAN not allotted)
- Income Tax computation sheet and Form 12B of previous employer/s in the current financial year(if applicable)
- Company Personal Data form

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter within 1 week of the date of offer release

#### For Harman Connected Services Corporation India Pvt. Ltd.

#### Subhajit Ghosh - Senior Manager, Talent Acquisition



**Enclosed Annexures:** 

- 1) Employee Service Conditions
- 2) Compensation break-up detail
- 3) A note on your Total Rewards

I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signat	ure
--------	-----

nature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_ Expected date of joining:



#### **Annexure 2: Compensation Break-Up Detail**

Name:	Gnanesh K S (GNANESH S)
Designation:	Associate Engineer-Product Development
Grade:	9A
Green Colomy	500.000
Gross Salary:	500,000
Base Salary:	500,000

Components	Monthly (in Rs.)	Annual (in Rs.)	
Basic	16,667	200,000	
House Rent Allowance	6,667	80,000	
Statutory Bonus	583	7,000	
Flexible Benefit Package*	14,948	179,380	
Fixed Salary - (A)	38,865	466,380	
PF - Employer's contribution	2,000	24,000	
Gratuity	802	9,620	
Statutory Benefits - (B)	2,802	33,620	
Base Salary	41,667	500,000	
Gross Salary - (A + B)		500,000	

#### Note:

a) Taxes are applicable as per statutory rules.

b) Flexible Benefit Package is payable towards salary components explained in the Total Rewards annexure as per the Company policy. The value of such benefits shall not exceed the amount mentioned above under FBP.

c) Details of the other benefits are mentioned in the Annexure 3 "Note on Total Rewards".

#### For Harman Connected Services Corporation India Pvt. Ltd

Subhajit Ghosh - Senior Manager, Talent Acquisition



Himani Sahoo himani.sahoo2001@gmail.com +91 9815258767

#### CAREER OBJECTIVE:

To make optimum utilization of my knowledge and skills, utilize opportunities effectively for professional growth and to contribute in the best possible way for the advancement of the organization and self.

QUALIFICATION	INSTITUTION	UNIVERSITY / BOARD	YEAR OF PASSING	PERCENTAGE
Bachelor of Engineering (Information science)	Dr. Ambedkar Institute of Technology, Bangalore	Autonomous	2022	82.4%
Class 12 <sup>th</sup>	Kendriya Vidyalaya Hebbal, Bangalore	CBSE Board	2018	84.6%
Class 10 <sup>th</sup>	Kendriya Vidyalaya No.1 AFS Pathankot, Punjab	CBSE Board	2016	95%

#### **EDUCATIONAL QUALIFICATION:**

#### TECHNICAL SKILLS:

- Languages: Python, Java, C, C++, PHP
- Web Designing Languages: HTML, CSS, JAVASCRIPT
- Database: Oracle, SQL
- Operating System: Windows, Fedora

#### **CERTIFICATIONS:**

- ➤ "Full Stack Web Development" Intern at Tequed Labs (Start Date: 1<sup>st</sup> Sept 2021).
- "Python for Data Science" NPTEL 4 week course (Start Date: 27<sup>th</sup> Jan 2020).
- "Data Science for Engineers" NPTEL 8 week course (Start Date: 29<sup>th</sup> Jul 2019).

#### MINI PROJECT (2 Months Duration):

#### Title: Talking Notepad

**Description:** The idea of project was taking Blind people and people with hearing problem into consideration. The android application helps the user to take quick notes through voice command, convert text into voice and stores text in specific folder. Users can command the application to perform various tasks to do via speech.

#### **ACHIEVEMENTS AND PARTICIPATIONS:**

- > Participated in the 6<sup>th</sup> National Level Techno Exhibition-2022 (13<sup>th</sup> Apr 2022).
- Participated in National Webinar on "Deep Learning Models and Application" (18 July 2020).
- > Participated in the webinar on "Application of AI in the Covid-19 Era" (18 June 2020).
- > Participated in the XII National Cyber Defence Summit (18<sup>th</sup> & 19<sup>th</sup> Oct 2019).
- Awarded the 2<sup>nd</sup> Prize in Youth Parliament (Zonal Level), Nov 2015.

#### STRENGTHS:

- ➢ Responsible
- > Co-operative
- > Trustworthy
- Focused
- > Creative
- Hard working and Respect Target
- > Team Leadership
- Good Communication skills

#### LANGUAGES KNOWN:

Language	Writing	Speaking
English	Yes	Yes
Hindi	Yes	Yes
Kannada	Yes(Partial)	Yes(Partial)

#### INTERESTS:

- Web Development
- Participating in Events and Seminars
- > Drawing
- Playing Badminton
- > Travelling

#### PERSONAL DETAILS:

Name	Himani Sahoo
Date Of Birth	12 <sup>TH</sup> MARCH 2001
Nationality	Indian
Communication Address	Flat No.SF-105, situated at No.1, 1 <sup>st</sup> Main
	Road, Ashwath Nagar, R.M.V 2 <sup>nd</sup> Stage,
	Bangalore Karnataka-560094
Phone Number	+91 9815258767



NOV 09, 2021

#### Ms. HIMANI SAHOO

D/O Niranjan Sahoo, House number 86/00, Mahadeijoda, KendujharOdisha-758013

#### Dear Himani Sahoo,

We are pleased to share with you our Appointment Offer Letter for a position as **Associate Software Developer** and we would like to welcome you to join the growing family of **Valtech!** 

We believe that Valtech is an organization, where professionals like you are enabled to use their knowledge and creativity to add value to Valtech and its clients. Valtech's ecosystem and policies are designed to assist our associates leverage their full potential for their growth.

**Himani Sahoo**, everyone you have interacted with during this process joins me in congratulating you and extending a warm welcome.

This Offer Letter document and Employment Offer is subject to Terms & Conditions stated in the following pages.

Kindly return the duplicate copy of this Appointment Offer Letter, duly signed, as a token of your acceptance of the same.

We look forward to a mutually beneficial long association with you.

Yours truly, For Valtech India Systems Private Ltd.,

DocuSigned by: Sandhya Gulati -FC57EF3A652447A...

Sandhya Gulati Senior Director – Talent Acquisition

Ref. No. VISL-IB/DEL/2021/Aadhaar-804422655227

Date: NOV 09, 2021

#### **Appointment Offer Letter**

#### Dear Himani Sahoo,

Pursuant to the interviews you had with Valtech India Systems Private Ltd (hereafter also referred as "Valtech" or "Company" or "Organization") and based on the representations made by you, we are pleased to offer an appointment letter to you on the following terms and conditions and **Annexure-A, B and C**.

- 1. Your designation will be: Associate Software Developer
- Your base office job location will be as in the following address: Valtech Bengaluru Maas Unique 30/A, 1st Main Road, Industrial Suburb, 3rd Phase, J.P. Nagar Bengaluru – 560078, India
- On the day of joining, you required to report to address: Valtech Bengaluru Maas Unique 30/A, 1st Main Road,

Industrial Suburb, 3rd Phase, J.P. Nagar Bengaluru – 560078, India

4. **Effective Date of joining:** You are requested to report for work on or before AUG 01, 2022. Your appointment will come into effect from your date of joining the services of Company.

#### 5. Compensation and Benefits

- a. Total Annual Cost To Company (CTC) will be **Rs.5,00,000/-** (Rupees Five Lakhs only).
- b. Your Annual Base Salary will be Rs.4,65,012/- (Rupees Four Lakhs, Sixty-Five Thousand & Twelve only.) per annum. The Annual Base Salary consists of Fixed and Flexible Components.

Kindly refer **Annexure-B** for more details.

- c. **Statutory Bonus**: In addition to your Annual Base Salary, you would be eligible to receive Statutory Bonus at the rate of Rs.16,800/- (Rupees Sixteen Thousand Eight Hundred Only) per annum, which would be prorated, and paid to you as per the provisions of the Payment of Bonus Act
- d. The Compensation & Benefits applicable to you is personal and should be treated as strictly confidential. This is not to be discussed or divulged to anybody else other than for statutory purposes.



- e. Your compensation will be reviewed after the completion of a minimum period of 12 months from the date of your joining, as per the Compensation revision practices of the Company.
- f. Your Salary components, Variable Pay, Incentives, Bonus, and any other statutory / nonstatutory benefits will be governed by Company's policies / procedures, taxation rules & policies and statutory guidelines that are applicable from time to time.
- g. Additional entitlements
  - (I) Receive one time Relocation Allowance and other applicable benefits at the discretion of Valtech India in accordance with the Valtech India Domestic Relocation Policy as amended from time to time.
  - (II) Participate in the Valtech's health care and life insurance scheme.
  - (III) You may also receive additional benefits including and not limited, to amounts in cash and or in kind, which could be referred as rewards, awards, and gifts, as are generally accorded to the employees of Valtech subject to the applicable taxes, policies, and practices of Valtech.

#### 6. Documents to be submitted to the Company

You are required to submit documents stated in Annexure-C on your date of joining.

#### **Employment Offer Letter: Annexure-A**

#### 1. Terms of Employment

We are detailing below some of the significant terms of employment and employment policies that will apply to you at Valtech India Systems Pvt. Ltd. Please ensure that you read and fully understand all the policies.

This offer supersedes all prior understandings, negotiations, and agreements, whether written or oral, between you and Valtech as to the subject matter covered by this offer letter. During the term of your employment with the Company, you will be subject to all rules and regulations in accordance with Company policy as applicable, enforced, amended, or altered from time to time.

#### 2. Compensation and Benefits

Your annual compensation will be as per the schedule annexed to this offer letter and will be subject to deduction of tax at source. It should be appreciated that salary structure is designed based on certain statutory / IT laws and keeping in line with industry norms / practices and employee feedback. Hence it is subject to change based on any of these inputs or depending on the options exercised by you for claiming certain tax friendly benefits on your joining.

#### 3. Retirals

You will retire in the normal course from the services of the company on attaining the age of superannuation, which is, on the end of the month following your 58<sup>th</sup> birthday.

#### 4. Provident Fund Contribution

An amount equivalent to the Employer's contribution to PF would be deducted from your Gross Salary and credited to your PF account, which is a Social Security benefit. Provident Fund Contribution is governed by The Employees Provident Funds and Miscellaneous Provisions Act 1952.



#### 5. Gratuity

You would be eligible for Gratuity as per the provisions of 'The Payment of Gratuity Act-1972' or any amendments done by government time to time.

#### 6. Probation and Confirmation of Employment

Your employment will be subject to a probationary period of 06 (Six) Months with effect from the date of your joining the Company. At the end of the duration of 06 months from the date of start of your employment in the Company, your services in the Company would be deemed to be confirmed, unless you are specifically informed otherwise. Please note, your performance will be evaluated during your Probation Period.

#### 7. Notice Period for Resignation and Termination

The contract of employment is terminable by either party by giving 90 days' notice in writing. Either party is not bound to give any reason thereof. The Company reserves the right to pay or recover salary in lieu of notice period or to relieve you before the expiry of the notice period. All Payment and recoveries made under this clause will be based on the Gross salary. In the event of any breach in the terms and condition stated in the Additional Services Conditions and / or Non-Disclosure Agreement (NDA) or any act amounting to misconduct, your services are liable to be terminated without any notice or payment in lieu.

#### 8. Leaves of Absence and Holidays

Valtech offers comprehensive leaves of absence benefits upon joining the Company. You are eligible for Earned Leave of 13 working days and Sick Leave of 12 working days of paid leave, per calendar year. Your leave would be credited to you on pro-rata basis.

Apart from this, you will also be eligible for 10 (Ten) Holidays (National Holidays and Festival Holidays), on specific dates, as declared by the Company, per calendar year. In addition, eligible employees can avail Maternity and Paternity leave, separately, as per Company policy.

#### 9. Separation

You are required to return / handover 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 to the Company or belonging to Company's customers on the date of your relieving and shall not make or retain any copies of these items. You are also required to return to the Company all the assets given to you for official and/or personal use as per the various policies/schemes applicable to you as a part of your Compensation & Benefits. This would not apply to those assets or items, which are obligatory for you to buy under the concerned schemes. Employees are required to complete the Exit formalities & duly sign the 'No Dues' form on their last working date. In the event of not signing the 'No Dues', any claim made thereafter, pertaining to discrepancies in attendance, leave balance, shortfall in notice period, full & final settlement, etc., will be deemed as null & void.

#### **10. Service Conditions**

Your services will also be governed by additional terms and conditions as explained in the Service Conditions attached herewith. The terms and conditions are subject to statutory requirements and Company Policies.



Please sign a copy of this letter and other attached documents in acceptance of the above terms and conditions as also the additional Service Conditions.

Yours truly,

For Valtech India Systems Private Ltd.,

DocuSigned by: Sandhya Gulati

Sandhya Gulati Senior Director – Talent Acquisition

Encl.:

- 1. Additional Service Conditions
- 2. Confidentiality Agreement

#### Acceptance:

I, hereby accept the terms and conditions mentioned in this Offer Letter and also as in the Service Conditions document attached to this letter.

Name: HIMANI SAHOO Place: Bengaluru Signature: -----Date:

### Additional Service Conditions (part of Annexure-A):

Your appointment is subject to the following additional terms and conditions:

- 1. Your position is a 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 on advisory capacity or be interested directly or indirectly [except as share or debenture holder] in any other trade or business during the employment with the Company. The authorized person should approve, in writing, any honorary professional engagement outside the work with the company.
- 2. 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.
- 3. Your services are liable to be transferred in such capacity as the Company may from time to time determine or to any other location, department, establishment or Associate Company or Group Company. In such case, you will be governed by the terms and conditions of service as applicable to the new assignment. Such transfer could be to any location in India or any other country.

- 4. Company reserves the right to send you for training within or outside India, and in such event when you travel abroad for transition/knowledge/process transfer, you shall have to execute certain agreement(s) / documentation as the Company may require from you. In view of the fact that the Company shall be making arrangements and making considerable expenditure for making specialized training available, the Company shall insist that the said agreement(s)/ documentation be executed.
- 5. You shall agree that the following expenses, if committed during the recruitment process and incurred by the Company at the time of joining and thereafter, shall be remitted back to the company should you resign from the Company before 18 months from the date of your Joining.
  - a. Relocation/transportation to the place of posting from existing location.
  - b. Payment made in lieu of your loss of salary because of joining Valtech India Systems Private Ltd early, or any other payment made like above.
  - c. Joining Bonus
- 6. In case if you desire to resign (date of resignation) from the Company before the said period of 18 months from the date of your joining, you hereby authorize the Company to deduct aforesaid expenses from all money due to you. Besides this you shall forthwith pay the shortfall to the Company.
- 7. During your employment with the Company, you will be governed by the Policies, Service Rules, and Regulations of the Company, which may be modified time to time at the discretion of the Company.
- 8. 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.
- 9. You may be required to undertake travel on Company work either within India or outside and you will be reimbursed travel expenses as per the Company Policy.
- 10. The Company has evolved a Confidentiality Agreement to protect the rights of the employee and also that of the Company while dealing with confidential data, information, documents, etc. The said Confidentiality Agreement forms part of the Service Conditions applicable to employees of your category. You are required to read, understand and sign the enclosed Confidentiality Agreement in acknowledgement of your acceptance of the conditions therein.
- 11. 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 or inventions will be fully communicated to the Company and remain the sole right/property of the Company.
- 12. 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**. During the term of your employment with the Company, if you are found to have willfully suppressed the information on being deported from any country / convicted by the court of



law for any offence in India or outside India, or anytime such fact is brought to our information, in such case, your services are liable to be terminated without any notice and the Company reserves the right to recover all the Expenses incurred towards your travel including and not limited to VISA processing.

- 14. 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 of Valtech India Systems Private Ltd. 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. If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, in such case, without prejudice to any other rights the Company may have against you, your services are liable to be terminated without any notice.
- 15. In the event of indiscipline or unsocial behavior or for actions that are detrimental to the Company, without prejudice to other rights the Company may have against you, your services are liable to be terminated without any notice.
- 16. (a) You undertake that you shall not join/do business with any of the Companies, Firms or Organizations or entity or person with whom you have had material dealings during the course of employment with us. This shall be applicable for a period of 24 (twenty-four) Months after the cessation of your employment with the Company for any reason whatsoever.

(b) Upon termination of your employment with our Company for any reason, irrespective of the nature of termination of your employment, you agree that you shall not for a period of 24 months from the date of ceasing to be an employee, whether on your own account, either personally or by your agent, or on behalf of any other reason, directly or indirectly: Induce, procure or endeavor to induce any person who is an employee, agent, customer or consultant of the Company to leave the service of, or cease to provide service to our Company or solicit the employment of, or directly or indirectly employ, engage or hire as an employee or consultant any employee of the Company or assist or be instrumental in soliciting any employee of the Company.

(c) It may be noted that the Company reserves its rights to approach the Court of appropriate jurisdiction to seek injunction, restraint orders or other prohibitory relief against you with a view to restrain you from committing breach of 16(a) and 16(b) above.

(d) For the above purpose i.e., 16(a) and 16(b) Competitor / Competition means any Company, Firm Organization, entity or person who is engaged or intends to engage in one or more of the same or similar business activity as that of the Company.

- 17. You shall (A) maintain confidentiality of all information that you may have access to during the course of your employment and (B) abide by the Company Confidentiality/ Non-Disclosure agreement
- 18. Your breach or non-compliance of 17 (A) and (B) will be a source of great loss to the Company and the extent of loss is not easy to assess. In this light the Company reserves the right to initiate appropriate legal action.
- 19. You shall sign Non-Disclosure Agreement (NDA) between Company and you at the time of joining the services of the Company.

SG

Any dispute arising pertaining to this Employment Agreement is subject to the jurisdiction of the Courts in Bengaluru.

I, have read, understood and agree to abide by the above-mentioned Service Conditions applicable to employees of my category. I hereby voluntarily affix my signature below in confirmation of the acceptance of all the terms and conditions of my employment including the above Service Conditions.

Name: HIMANI SAHOO Place: Bengaluru Signature: -----Date:

SG

-DS

#### **Employment Offer Letter: Annexure-B**

Name: HIMANI SAHOO

Salary / CTC breakup details (Strictly Confidential)

COMPONENTS	Per Month (INR)	Per Annum (INR)
Total Base Salary (A+B)	38,751	4,65,012
A.Total Fixed Salary	26,213	3,14,557
A1. Basic	17,438	2,09,255
A2. HRA	6,975	83,702
A3. Provident Fund (Employer Contribution)	1,800	21,600
A4. Executive Allowance	0	0
B.Total Flexible Pay	12,538	1,50,455
C. Medical Insurance Premium*	8,128	
D. Gratuity	10,060	
E. Statutory Bonus	16,800	
Total Annual Cost To Company (CTC) (A+B+C+D+E)	5,00,000	

Flexible Pay Upper Limits		
COMPONENTS	Per Month	Per Annum
B1.Telephone	2,000	24,000
B2.Training	2,500	30,000
B3. Children's Education Allowance	200	2,400
B4(a). Fuel Charges (4W) (upto 1.6L CC)	1,800	21,600
B4(b). Fuel Charges (4W) (more than 1.6L CC)	2,400	28,800
B5. LTA	5,000	60,000
B6. Books and Periodicals	1,500	18,000
Total Flexi Limits	13,600	1,63,200

#### Flexible Pay Salient Features:

• Flexible Pay is a part of your salary.

- Flexible Pay would be paid to you subject to the Upper Limits, if you Declare and Claim the same, along with relevant supporting documents, as per stipulated process. Such amount would not attract tax.
- If you do not Declare for Flexible Pay, your eligible Flexible Pay amount will be taxed and paid to you along with Monthly Salary.

• If you Declare and then do not Claim your Flexible Pay, the said Flexible Pay amount will be taxed and paid to you at the end of the financial year.

- The 'Total Flexible Pay' mentioned above in the Salary Structure is as per the upper limits of the Flexible Pay.
- The Income Tax exemption on B4 is calculated based on the option (any One) you choose: i.e. (4 a) Fuel Charges (4W) (upto 1.6L CC) or (4 b) Fuel Charges (4W) (more than 1.6L CC).
- Flexible Pay (with respect to Telephone reimbursement, Training reimbursement) is exempted from Income Tax, if reimbursed on actual expenditure incurred by an Employee. To claim the tax exemption, an Employee needs to produce adequate supporting documents with regard to actual expenditure incurred. Unclaimed Flexible Pay amount (if any) would be paid after relevant tax deductions at the end of the financial year or as requested by an Employee, which will be paid along with the salary for the respective month.
- With respect to Leave Travel Allowance (LTA), if an Employee needs to claim tax exemptions from Income tax, then they would need to comply with the Income tax Act along with its rules. Unclaimed LTA amount (if any) would be paid to them after relevant tax deductions at the end of the financial year or as requested by an Employee, along with the salary payable for the respective month.
- All claims pertaining to Flexible Pay needs to be made to Finance Department in the required Form, on or before 15th day of a Month.
- If the Associate does not wish to declare to claim the Flexible pay, the said Flexible amount will be added to the Executive Allowance which is part of the Fixed Salary and the same would be taxed and paid along with monthly salary.
- Gratuity is applicable as per the provisions of the 'The Payment of Gratuity Act-1972'
- Books and Periodicals will have to be for professional pursuits.
- The administration of the Flexible Benefit Plan would be as per the terms and practices, followed by our Finance Department.
- **Group Medical / Health Insurance** Coverage under Group Mediclaim Insurance scheme is optional to employees. The subsidized Group Mediclaim Insurance premium is part of an employee's CTC, and in the event of the employee opting out of this insurance coverage, this amount will not accrue to the employee, nor will it be paid to the employee.
- Valtech also provides other Insurance covers such as **Group Life Insurance** & **Group Personal Accident Insurance**. Details of the same can be referred on company portal.

Yours truly, For Valtech India Systems Private Ltd.,

DocuSianed by: Sandhya Gulati

Sandhya Gulati Senior Director – Talent Acquisition

Name: HIMANI SAHOO Place: Bengaluru

Signature:	
Date:	

#### **Employment Offer Letter: Annexure-C**

#### Please submit the following documents on the day of joining:

- Scanned copy of the original of the below documents, as applicable, to be sent via email to the concerned member of the Recruitment Team, within one week of receiving the offer.
- Original & Self-Attested Photocopy of the below documents, as applicable, to be produced at the time of joining the Company. Original documents will be returned immediately, after verification.

Category	List of documents
Proof of Identity (Mandatory)	Aadhaar Card
Proof of Income Tax related Identification (Mandatory)	PAN card
International Travel Document	Valid Indian Passport
Proof of Identity in absence of Aadhaar, due to special justifiable reasons (any one)	<ul> <li>Voters Identity Card</li> <li>Driving License</li> <li>Bank passbook with attested customer photograph and signature.</li> <li>Any other Government issued Identity proof</li> </ul>
Proof of Age (any one)	<ul> <li>Birth Certificate</li> <li>Marks Sheet or passed Certificate - Matriculation</li> </ul>
Residential Proof (any one)	<ul> <li>Valid passport (valid only if the address on passport is same as per the communication address)</li> <li>Latest Telephone Bill not older than 3 months</li> <li>Latest Gas connection bill showing consumption and complete address</li> <li>Latest Electricity Bill (with complete address of the account holder) - not older than 3 months</li> <li>Ration Card.</li> <li>Notarized registered rent agreement with latest electricity bill issued to landlord</li> </ul>
Education Proof (all Documents are Mandatory)	<ul> <li>10th Marks Sheet &amp; Certificate</li> <li>12th Marks Sheet &amp; Certificate</li> <li>Highest Degree Marks Sheet &amp; Certificate</li> <li>Certificates of the any additional course(s)</li> </ul>
Employment Proof (all Documents are Mandatory)	<ul> <li>For all past employments:</li> <li>Appointment Letters/Offer Letters</li> <li>Relieving Letters</li> <li>Experience / Service Certificate</li> </ul>
Other Documents (all Documents are Mandatory)	<ul> <li>Photographs: 8 Passport Size [White Background] + Soft copy of the same</li> <li>Blood Group Certificate</li> <li>Hardcopy of the Resume</li> </ul>



\* Personal and Confidential \* Mr. Mahendra R DR. AMBEDKAR INSTITUTE OF TECHNOLOGY, BANGALORE, Candidate ID: 4409409

#### Our reference: TN/55819/2022

#### Dear Mr. Mahendra R,

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

- a. 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.

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

Date: 14-May-2022



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**

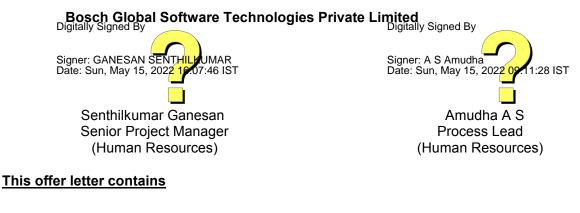
Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

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.



- A. Annexure I Compensation details
- B. Annexure II Rules and Regulations & Code of Conduct
- C. Enclosure A
  - 1) Mandatory documents for onboarding process
  - 2) Information for your reporting
  - 3) Medical certificates

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on \_\_\_\_\_

Name

Signature

Date



Annexure I

	Personal and Confidential		
			14-May-2022
	Compensation and Benefits Pla	an	
Name:	Mr. Mahendra R		
Qualification:	B.E / B.Tech		
Designation:	Associate Software Engineer		
Level:	50		
	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components			
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA, C	conveyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
	Gross Salary	35,586	4,27,038
Retirals / Statutory C	Contribution		
Company Contribution	n towards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic S	alary)*	722	8,658
Total Retirals / Statu	tory Contribution	2,522	30,258
Variable Pay**			
Company Performanc	e related Pay - CPrP at factor 1.0 company a	chievement	42,704
т	otal Cost to Company	38,108	5,00,000
National Pension System (NPS) Optional - Company Contribution			13,200

The aforementioned perquisites are subject to alteration and amendment.

\* 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.

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



#### 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
- c) 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

- a) 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)
- 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').
- 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



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	
	<b>Cob</b> : 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.			

### 2) Information for your reporting

#### 3) Medical Fitness Certificates

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

Particulars	Details	
Preliminary Medical Check	Update by self	
(PMC)		
Physical Fitness Certificate	Consult physician to update the	
(PFC)	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	<ol> <li>CBC with ESR</li> <li>PMC- self declaration web application form (ref. first step)</li> <li>Chest X ray PA View</li> <li>PFC-General Physician</li> <li>EFC- Ophthalmologist</li> </ol>	<ol> <li>CBC with ESR, FBS, PPBS, RBS, Serum Creatinine, Urine Routine Examination</li> <li>PMC- self</li> <li>Chest X ray PA View</li> <li>PFC-General Physician</li> <li>EFC- Ophthalmologist</li> <li>ECG</li> </ol>	<ol> <li>CBC with ESR, FBS, PPBS, RBS, Serum Creatinine, Lipid Profile, Urine Routine Examination</li> <li>PMC- self</li> <li>Chest X ray PA View</li> <li>PFC- General Physician</li> <li>EFC- Ophthalmologist</li> <li>ECG</li> <li>Echo &amp; TMT</li> </ol>

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

## Cognizant



23-Apr-2022

**Dear Nayana KN**, B.E., Information Science and Engineering Dr Ambedkar Institute of Technology, Bangalore

#### Candidate ID - 19824002

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500** *I*- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

## Cognizant

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <a href="https://campus2Cognizant.cognizant.com">https://campus2Cognizant.cogn

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar Vice President – Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature:

Date:



#### **Compensation and Benefits**

Ν	Name: Nayana KN Designation			Programmer Analyst Trainee		
SI. No.	Description	Мо	nthly	Yearly		
1	Basic		10500	126,0	000	
2	HRA*		6300	75,6	00	
3	Conveyance Allowance*		800	9,6	00	
4	Medical Allowance*		1250	15,0	000	
5	Company's contribution of PF #		1800	21,6	00	
6	Advance Statutory Bonus***		2000	24,0	000	
7	Special Allowance*		7349	88,1	88	
	Annual Gross Compensation			359,9	88	
	Incentive Indication (per annum)**			22,5	00	
	Annual Total Compensation			382,4	88	
	Company's contribution towards benefits (Medical, and Life Insurance)	Accident		19,5	500	
	Annual Total Remuneration			401,9	88	

## Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010

• Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

## Leave & Vacation:

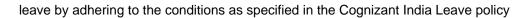
• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

• From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097





## Provident Fund Wages:

• For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".

• Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.

• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.

• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits

- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_\_between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

#### AND

Nayana KN, 21, residing at \_\_\_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

#### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

#### 1. Duties and Responsibilities

a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

#### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### 4. Confidentiality

a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.

b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.

c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.

d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.

e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.

f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.

g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,

b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,

c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,

d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and

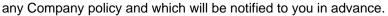
e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.

b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.

c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per





d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

### 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

#### 9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company during the six (6) months preceding the date of termination of your employment.

#### **10.** Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

#### 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company'
- s asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- · Insolvency or conviction for any offence involving moral turpitude

• Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

• Violation of non-disparagement obligations



• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

#### 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

#### Cognizant Technology Solutions India Private Limited

Nayana KN

Sign: \_\_\_\_\_ Name:

Sign:		
Date:		



\* **Personal and Confidential** \* **Mr. Nirakshith G** Dr. Ambedkar Institute of Technology,CANDIDATE ID : 5963815,

## Our reference: TN/61356/2022

### Dear Mr. Nirakshith G,

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

- a. 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.

Registered office: Robert Bosch Engineering and Business Solutions Private Limited, 123, Industrial Layout, Hosur Road, Koramangala, Bengaluru - 560095, India Managing Director: Mr. Datta Salagame

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Date: 05-Jul-2022

U72400KA1997PTC023164

Bosch Global Software Technologies Private Limited. 123 industrial Lavout.

Hosur Road, Koramangala, Bangalore -

www.bosch-softwaretechnologies.com

560 095, India. Tel: +91 80 6657 5757 Fax. +91 80 6657 1404 CIN:



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, but not limited to the education/ experience certificates 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. 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.

## 9. Acceptance and Commencement

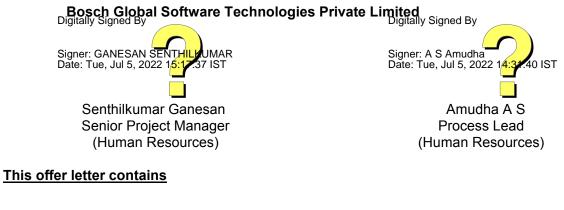
Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

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.



- A. Annexure I Compensation details
- B. Annexure II Rules and Regulations & Code of Conduct
- C. Enclosure A
  - 1) Mandatory documents for onboarding process
  - 2) Information for your reporting

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on \_\_\_\_\_

Name

Signature

Date



Annexure I

	Personal and Confidential		
			05-Jul-2022
	Compensation and Benefits Pla	an	00-041-2022
Name:	Mr. Nirakshith G		
Qualification:	B.Tech/B.E		
Designation:	Associate Software Engineer		
Level:	50		
	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components			
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA,	Conveyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
	Gross Salary	35,586	4,27,038
Retirals / Statutory			
Company Contributio	on towards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic	.,	722	8,658
Total Retirals / Statutory Contribution2,522			30,258
Variable Pay**			
Company Performan	ce related Pay - CPrP at factor 1.0 company a	chievement	42,704
	Total Cost to Company	38,108	5,00,000
National Pension S		13,200	
Contribution			

The aforementioned perquisites are subject to alteration and amendment.

\* 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.

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



## 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
- c) 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

- a) 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)
- 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').
- 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

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



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)
	<b>Cob</b> : Bosch Global Software Technologies Private Limited	Manojkumar Devaraj
	BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village	(GS/HRS13-IN)
	Coimbatore, Tamil Nadu - 641 035	
Virtual on boarding	"Skype/MS Teams" 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.		

## 2) Information for your reporting

ACTL/22-23/OL/PAG/BDC/648



Offer Release Date: August 4, 2022

#### Surya Chandra Mohan

Bengaluru Karnataka, India.

## **OFFER & APPOINTMENT LETTER**

Dear Surya,

Congratulations on your offer to join AXISCADES.

At AXISCADES, our commitment is to drive the most trusted customer experience in the industry, through our innovation, choice, and extraordinary people. We have a unique opportunity to build a better, more equitable, and inclusive future for everyone.

Day to day, we make a meaningful difference for our customers, and the people around us. As we bring our talents and ideas together, we hope you will join us as we work to empower an inclusive future for all.

We're offering you a position as a **Graduate Engineer Trainee/Level 01**. You'll report to me, **Bharth Ganeshan** | <u>bharth ganeshan@axiscades.in</u> and you'll start in our **Bengaluru**, India office.

We're planning for you to start on **19-August-2022** (Start Date). If this date won't work for you, please email me or please contact the recruiter, with the date you prefer and we can discuss options.

Please let us know your response to this offer by **06-August-2022** by either accepting this offer or contacting your recruiter or me to discuss.

Recruiter: Sandeep Nagesh | <u>sandeep.n@axiscades.in</u> Recruiter Address: Bengaluru

Get in touch if you have any questions. Reach out to me personally, or your recruiter, who is also a great source of information. It's been a pleasure getting to know you, **Surya**. I look forward to having you on our team!

Welcome to AXISCADES!

Bharth Ganeshan Assistant Technical Manager

## **AXISCADES Technologies Limited**

CIN No.: L72200KA1990PLC084435



#### Annexure – I

## Dear Surya,

The terms of your employment are set out in the below offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these include:

Start Date	19-August-2022
Candidate Name	Surya Chandra Mohan
Designation	Graduate Engineer Trainee
Grade/Level	Level 01

Classification	Salary Components	Monthly	Annual
	Basic	21,000	2,52,000
	HRA	-	-
I Monthly Components	Flexible Benefit Plan	1,803	21,639
	Fixed CTC	22,803	2,73,639
7)	Employer Provident Fund		30,240
II Benefits & Retirals	Gratuity		12,121
	Health Insurance		4,000
	Total		46,361
III Performance Linked Pay			
Total Annual CTC (I+II+III)			3,20,000

Please also note that the terms of this letter and the attached offer letter are confidential. Welcome to the AXISCADES family! We wish you a long and fruitful career with the Company.

Yours faithfully,

Sreedhar Ellentala Senior Vice President – Human Resource

## **AXISCADES Technologies Limited**

CIN No.: L72200KA1990PLC084435



#### Annexure – II

Dear Surya,

On behalf of **AXISCADES Technologies Limited ("Company")**, I am pleased to offer you the position of **Graduate Engineer Trainee** on the terms set out herein.

## 1. COMMENCEMENT OF EMPLOYMENT

- a. Your employment will commence on **19-August-2022**.
- b. Your employment is intended to be for an indefinite term, subject to:
  - i. the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history;
  - ii. your successful completion of an initial six (6) month probationary period;
  - iii. termination pursuant to the terms of this agreement and the requirements of applicable law.

## 2. TERMS AND SCOPE OF EMPLOYMENT

- a. You will be employed in the position of **Graduate Engineer Trainee**. You will initially report to the **Assistant Technical Manager**, or such other person as required by the Company from time to time.
- b. Your place of posting will be in **Bengaluru, Karnataka, India**. You are liable to be transferred to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad at any time. You are also liable to be deputized to any work or assigned the works of any Associate/Sister Concerns, Subsidiaries or any other Companies/Concerns/Organizations/Firms with whom the Company may make such arrangement or agreement.
  - . You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Confidentiality Agreement" and "Non-Disclosure Agreement"
- d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including AXISCADES's Code of Business Conduct. These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so).

Due to the global COVID-19 crisis, AXISCADES globally is limiting its employees presence in its offices. Hence your place of work could be either your assigned primary work location (AXISCADES office) or home office based on your permanent address which will be agreed mutually. Once the Company determines that it is appropriate, having regard to its operational needs, to have its employees return to its office, your place of work will transition to the primary work location. The Company will give you as much notice as practical on the date of your transition. If you do not relocate from working from the remote location to your primary work location within 90 days after being requested to do so by AXISCADES, then AXISCADES reserves the right to terminate your employment.

## 3. DUTIES

- a. You agree that, during your employment with the Company you must:
  - perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;
  - serve the Company faithfully and diligently to the best of your ability;

## AXISCADES Technologies Limited

CIN No.: L72200KA1990PLC084435



- iii. use all reasonable efforts to promote the interests of the Company;
- iv. act in the Company's best interests;
- v. comply with the Company's policies and procedures in place from time to time;
- vi. comply with all law applicable to your position and the duties assigned to you; and
- vii. report to the person or persons nominated by the Company from time to time.
- b. Without limiting your duties to the Company, you must not:
  - i. act in conflict with the Company's best interests; or
  - ii. compete with the Company or any of their respective subsidiaries and affiliates.
- c. You agree that, 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, in accordance with the Company's needs.

## 4. SALARY

Your Total Annual CTC is INR 3,20,000

- a. basic salary which is fully taxable; and
- b. house rent allowance (HRA). This allowance is exempt from tax to the extent permitted by income tax laws.
- c. flexible benefit plan: This component is flexible and you may structure it by allocating it among the following, which apply in accordance with Company policy and relevant laws as established and amended from time to time:
  - i leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;
  - ii. food coupons: These are exempt from tax up to a maximum of INR 26,400 per annum; and
  - iii. the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.
- d. performance linked pay (Variable Pay) in your compensation structure will be paid based on your performance and management discretion. You will be eligible to Performance Linked Pay in accordance with the Company's Variable Pay Policy (sales / delivery / functional support) as applicable at that time.
- e. performance linked pay is payable to you at the end of the performance review cycle. To be eligible for the payout, you need to be active on the rolls of the company at the time of reward distribution as per our Performance review and Reward cycle.
- f. your salary structure may be changed as per government mandate/statutory requirement.

Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time.

Employer's contribution to Provident Fund: As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). AXISCADES contributes matching amount to PF. The percentage and amount is in compliance with the current PF Act.

Gratuity: As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20,00,000.

You are encouraged to independently verify the tax implications on your salary. The taxable and non-taxable components of your salary may vary based upon the prevailing law as amended from time to time.

## **AXISCADES Technologies Limited**

CIN No.: L72200KA1990PLC084435



## 5. MEDICAL INSURANCE

Some of the salient features of the Group Health Medical Insurance policy are as follows:

- a. The policy covers Hospitalization expenses and Maternity expenses.
- b. By default, the employees (who are not covered under the ESI Act, 1948) will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, additionally, by declaring them as dependents.
- c. Health insurance includes medical insurance for Spouse, dependent children (up to 2) in India (Max INR 5,00,000) and personal accident insurance for self (Max INR 20,00,000).
- d. Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
- e. Parental insurance is provided as an optional benefit. An employee can choose to cover his dependent Parents or Parents-in-law. The premium will be borne by the employee.

#### 6. DISCRETIONARY BENEFITS

In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.

You will be paid a post-tax notice period reimbursement amount as mutually agreed with the Company, in recognition of you incurring a financial cost in lieu of giving your notice period at your previous workplace. If you give notice of your resignation prior to the completion of one (1) year of service, you must return and repay to the Company the amount of the notice period reimbursement paid to you. This repayment obligation will not apply if your employment terminates for any other reason other than your giving notice to resign.

You authorize the Company to withhold from your final pay, to the extent permitted by law, any notice period reimbursement due to the Company as described above and you agree to sign whatever further authorization may be required by the Company at the time to give effect to this. In the event the amount you owe the Company is greater than the amount withheld, you must pay the balance in full to the Company within thirty (30) days of the date your employment terminates.

#### 7. AGREEMENTS

- a. Your employment would be governed by an "Employee Service Agreement" for 24 months effective from your date of joining and would carry a monitory penalty of INR 2,00,000.
- b. Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of AXISCADES as applicable to you and the changes therein from time to time.
- c. You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.
- d. You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

## 8. TRAINING

You may be required to undergo trainings in order to perform the job as required. Such training which are customer/discipline/project specific for which AXISCADES invests on you may require a training agreement to be signed by you.

## 9. VACATION ENTITLEMENT AND PAID HOLIDAYS

. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.

## AXISCADES Technologies Limited

CIN No.: L72200KA1990PLC084435



- b. You are entitled to public holidays in accordance with the laws of the state in which you work.
- c. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

## **10. HOURS OF WORK**

You are expected to work during the Company's normal business hours. The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

#### **11. BUSINESS TRAVEL**

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

#### 12. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

## 13. DISABILITY AND SICK LEAVE

- a. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.
- b. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.
- c. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

#### 14. TERMINATION OF EMPLOYMENT RELATIONSHIP

- a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:
  - i. you disobey a lawful direction of the Company;
  - ii. you are guilty of any other serious misconduct;
  - iii. you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;
  - iv. you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;

## **AXISCADES** Technologies Limited

CIN No.: L72200KA1990PLC084435



- v. you engage in conduct that could bring you or the Company into disrepute;
- b. During the probationary period and after the successful completion of the probationary period, your employment may be terminated at any time either by the Company or by you by giving the other party three months advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period would be entirely at the discretion of the Company. On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.
- c. If your employment is terminated for any reason:
  - i. the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;
  - ii. you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;
  - iii. your obligations contained within the agreements that you are required to sign in connection with your employment, continue after the termination of your employment; and
  - iv. you must not record or retain any confidential information in any form after termination.

## 15. RETIREMENT

You will retire on the completion of the Sixtieth year of your age. For the purpose of counting age, the date of birth recorded in the AXISCADES records as provided by you, shall be the conclusive proof.

## 16. NO CONFLICT OF INTEREST

- a. You warrant that:
  - i. you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and
  - ii. your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the AXISCADES Technologies Limited or which in any way otherwise competes with any member of the AXISCADES Technologies Limited. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.
- c. You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of AXISCADES. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

## **AXISCADES** Technologies Limited

CIN No.: L72200KA1990PLC084435



## 17. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

### **18. BACKGROUND AND REFERENCE CHECK**

- a. The company will undertake the background verification/validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- b. The company may also undertake reference check through at least two professional references submitted during the process of selection.
- c. In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with AXISCADES policies.

### **19. CORRECTNESS OF THE DETAILS FURNISHED**

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your employment with the Company shall stand terminated/cancelled without any notice.

## 20. INTELLECTUAL PROPERTY

If during your employment with the Company either alone or jointly with any other person invent, discover, learn or make any inventions or discovery or any important technical or practical development or modification to or in any new or existing invention (whether patented or not) or any process, design or formula, in every such case you shall forthwith communicate the same in writing thereof accompanied by full and complete details with all necessary drawings and calculations and the methods of manufacturing, working, carrying out and using the same to the Company. The entire intellectual property so acquired shall belong to and will be the sole property of the Company.

## 21. DATA PROTECTION

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her

## **AXISCADES** Technologies Limited

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employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted.

## 22. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable.

To accept the terms of this offer, you must do the following on or before the acceptance deadline: sign the document and acknowledge by replying to this email that you have received, reviewed and accepted the offer. If you do not do these things by **06-August-2022** the date of this letter signifying your acceptance of the offer, the offer will lapse.

Welcome to the AXISCADES family! We wish you a long and fruitful career with the Company.

Yours sincerely,

Sreedhar Ellentala Senior Vice President – Human Resource

Acceptance I, **Surya Chandra Mohan**, accept this offer on the terms mentioned above.

Date

Signature

## AXISCADES Technologies Limited

CIN No.: L72200KA1990PLC084435



# Annexure – III

# You must complete the online BGV process before joining.

List of Documents required for joining / induction day (Hard Copies)

-	
1	Proof of Date of Birth
2	School, Graduation, Post-Graduation Certificates and Marks cards
3	Joining and Relieving letter from all previous employer(s)
4	Salary certificate from all previous employer(s)
5	Recent passport size photographs – 3 Nos.
6	Recent stamp size photographs – 2 Nos. (also of spouse & children, if married)
7	Valid Passport / If passport is not available, any other ID proof
8	Employees Provident Fund details
9	PAN Card copy
10	Aadhar Card copy
11	PF passbook statement

- a. Please ensure all documents are Self-attested (Photocopies).
- b. Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- c. Please avoid clicking pictures of documents and taking printouts.
- d. Please do not send soft copies through Emails.
- e. Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
  - Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status. All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to AXISCADES Onboarding Team for completing joining formalities on the day of joining by 10:00 a.m. at your respective location of joining as following.

# Location of AXISCADES Onboarding Team for joining formalities:

	and the second se	- 11	
and the second diversion of th			Kirloskar Business Park, Block 'C',
	1 -	BANGALORE	2nd Floor, Hebbal,
	and the second s	DANGALOKE	Bangalore – 560 024, India
and the second design of the s			Tel: +91 80 4193 9000
			Manjeera Trinity Corporate, 17th Floor,
	2	HYDERABAD	JNTU – Hitech City Road,
	۷		Kukatpally, Hyderabad – 500072
			Tel: +91 40 44776888
and the second sec		and the second se	Unit: 4, 7th Floor, Crest Building, Ascendas IT Park,
	3	CHENNAI	CSIR Road, Taramani,
	ა 		Chennai - 600113, Tamil Nadu
	and the second design of the		Tel: +91 44 42984202
and the second second		1	

# **AXISCADES** Technologies Limited

CIN No.: L72200KA1990PLC084435



In event of you having to relocate from another city the Company will provide accommodation for yourself and immediate family at the company guest house for the initial 7 days, the cost of which will be borne by the company. Any extension of the guest house accommodation will be subject to availability of rooms and approval from the reporting manager. The cost for the extended days of stay will be borne by you.

Warm Regards For AXISCADES Technologies Limited

Sreedhar Ellentala Senior Vice President – Human Resource

# **AXISCADES** Technologies Limited

CIN No.: L72200KA1990PLC084435

#### INTERNSHIP OFFER

Ref.:5586624/ 1179923, Date:03/02/2022,

Dear Sujith S.

As per our discussion with you, we are pleased to inform you that you have been provided the opportunity to pursue your internship with Capgemini Technology Services India Limited ("Company" or "Capgemini") during the period 03/04/2022 till 05/26/2022

You have to report by 8:30 am at office, for joining formalities and contact security at the main gate for your entry pass at

#### Address

Capgemini knowledge Park(SEZ),IT3/IT4, Airoli knowledge Park,Thane Belapur Rd, Airoli Knowledge Park, TTC Industrial Area, MIDC, Navi Murnbai - 400708

During the period of your internship, you will be entitled to an internship stipend of Rs. 22,000.00 /month. Please note aside from the stipend amount, you will not be entitled to any other re-imbursements or allowances.

Please note that your internship will not imply any kind of employment regular or contractual and the purpose is solely to facilitate your learning. We reserve the right to cancel/terminate the internship without notice and assigning any reason thereto.

Private Information Policy — You will be bound by the Capgemini Private Information Policy as described in Annex 1 for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients.

Intellectual Properties - Additionally, you will also be bound by the Capgemini policy with respect to Intellectual Property as described in Annex 2

Note:

1	The stipend processing will be as per Company policy notified from time to time.
2.	You must provide a valid bank account no. where you wish your stipend to be remitted and Permanent Account Number (PAN)/ AADHAR as identity and address proof. You are expected to provide accurate and correct information failing which Company shall not be responsible for provide use arising out of supplying of erroneous remittance information.
	During your internship in the Company, you are expected to adhere to the applicable Company policies and processes, failing which the Company has liberty to take appropriate steps.

4

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

At Capgemini, one of our goals is to afford all its interns the hands-on experience of its business operations, processes and services. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As acceptance of this internship with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter.

Our internship opportunity shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

Yours sincerely, For Capgemini Technology Services India Limited

Anil Kumar Singh Head - Talent Acquisition & Resourcing

I accept the above offer on the terms indicated

Signature

03/03/2022 Date

#### ANNEX 1

#### PRIVATE INFORMATION

#### You agree with Capgemini that:

the work to which I am assigned is and will be of a private nature, and in connection with the performance of my assignment on behalf of Capgemini, its subsidiaries and affiliates (together with their predecessors and successors, the "Company"), the Company may make available to me information of a private nature as to the Company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties ("Private Information"). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

### I further agree that:

- I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my assignment with the Company, other than for the Company use;
- II. I will not during the period of my assignment with the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my assignment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an Intern of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled;
- IV. Upon termination of my internship with the Company, I will return to the Company or to the client or prospective client all materials and information that constitutes Private Information and any copies thereof and certify to the Company that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company or to the client or prospective client.
- V. I agree to abide by the ISMS policies and procedures as published by the organization from time to time.

#### ANNEX 2

#### INTELLECTUAL PROPERTY

I agree that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. I hereby agree to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the my own time, unless (a) the invention relates (i) directly to the business of the Company. I agree that all services performed for the Company shall be the original work and shall not incorporate any third party materials or work in any third party asserts an ownership interest without the express written consent of the Company

#### Capgemini

#### UNDERTAKING & ACKNOWLEDGEMENT ("Undertaking")

I the undersigned, with reference to my acceptance of the internship opportunity with Capgemini do hereby unequivocally agree to abide by the Company's policy and further undertake as follows and execute this Undertaking & Acknowledgement ("Acknowledgment"):

1. I have been explained and provided an understanding of the company policies, and I do hereby undertake and state that during my internship with Capgemini, I shall adhere to the company policies, included but not limited to knowledge sharing, safeguarding of Company's and Client's intellectual property and copyright, code of conduct, ISMS etc. .

 1 agree to act in accordance with all of the provisions of the policies of the Company, and to safeguard all of the knowledge and information I receive in the course of my internship with the company, whether it is the property of Capgemini, its client, or some other entity which makes such knowledge or information available.

3.1 will not use any knowledge, trade secrets or other information of the company or its clients including, except for the purpose of the work I am allotted in the course of my duties or as otherwise permitted by the company. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means.

4. Without limiting the previous clause I undertake that I will not, nor will I attempt to:

- a. Remove or take any such Confidential Information; or
- Disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company; or
- c. Gain personal advantage from trading in or on the basis of Confidential Information; or
- d. Cause or procure any other person to deal in the securities of any company on the basis of Confidential Information
- e. Obtain nor claim any ownership interest in any knowledge or information obtained from Capgemini and its Clients.

5. Post termination of my internship with the Company, I recognize that I cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my internship tenure with the Company.

6. I undertake to duly return all the assets received by me from the Company on the last day of my internship with the Company as may be identified. In the event I fail to return any of the Company assets, the Company is at liberty to take appropriate steps to recover the same including but not limited to withholding my stipend and deducting the suitable amount as may be recoverable.

7. Subject to Clause 8 below, I agree that any dispute arising out of this undertaking & acknowledgment ('Acknowledgment'), the Company and myself will make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on the Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

8. Notwithstanding the provisions of Clause 4, I agree that damages or an account of profits may be inadequate compensation for breach of this Acknowledgment and the company may seek an injunction or similar remedy to restrain any conduct or threatened conduct which is or may be a breach of this Acknowledgment.

9. This Acknowledgment is governed by the laws of Maharashtra, India. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Acknowledgment.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS

Signature

03/03/2022 Date

Page 5 of 6

#### CONSENT LETTER

#### For use of Personal Information & Sensitive Personal Data or Information

I. SUTITIA C residing at BADG ALCRE KARNATAKA INDIA do hereby provide my express consent to the Company Capgemini Technology Services India Limited , having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC - SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtraf/thereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

- That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
  - a) for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
  - b) stipend processing
  - c) law enforcement agencies,
  - d) to comply with a judicial/quasi judicial order,
  - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit.
  - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
  - service providers providing services for biometric access to office premises for monitoring attendance.
- Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

   affiliates of the Company for administrative purposes and/or audit;
  - clients/prospects in relation to any staff augmentation assignments.
- That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive
  jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
- That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability
  of the remaining provisions of this consent letter shall not be affected or impaired thereby.
- I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
- I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.
- I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

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

Name: SUJITHS Signature: 8-2 Date: 0310312022

Page 6 of 6

#### INTERNSHIP OFFER

Ref.:5586624/ 1179923, Date:03/02/2022,

Dear Sujith S.

As per our discussion with you, we are pleased to inform you that you have been provided the opportunity to pursue your internship with Capgemini Technology Services India Limited ("Company" or "Capgemini") during the period 03/04/2022 till 05/26/2022

You have to report by 8:30 am at office, for joining formalities and contact security at the main gate for your entry pass at

#### Address

Capgemini knowledge Park(SEZ),IT3/IT4, Airoli knowledge Park,Thane Belapur Rd, Airoli Knowledge Park, TTC Industrial Area, MIDC, Navi Murnbai - 400708

During the period of your internship, you will be entitled to an internship stipend of Rs. 22,000.00 /month. Please note aside from the stipend amount, you will not be entitled to any other re-imbursements or allowances.

Please note that your internship will not imply any kind of employment regular or contractual and the purpose is solely to facilitate your learning. We reserve the right to cancel/terminate the internship without notice and assigning any reason thereto.

Private Information Policy — You will be bound by the Capgemini Private Information Policy as described in Annex 1 for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients.

Intellectual Properties - Additionally, you will also be bound by the Capgemini policy with respect to Intellectual Property as described in Annex 2

Note:

1	The stipend processing will be as per Company policy notified from time to time.
2.	You must provide a valid bank account no. where you wish your stipend to be remitted and Permanent Account Number (PAN)/ AADHAR as identity and address proof. You are expected to provide accurate and correct information failing which Company shall not be responsible for provide use arising out of supplying of erroneous remittance information.
	During your internship in the Company, you are expected to adhere to the applicable Company policies and processes, failing which the Company has liberty to take appropriate steps.

4

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

At Capgemini, one of our goals is to afford all its interns the hands-on experience of its business operations, processes and services. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As acceptance of this internship with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter.

Our internship opportunity shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

Yours sincerely, For Capgemini Technology Services India Limited

Anil Kumar Singh Head - Talent Acquisition & Resourcing

I accept the above offer on the terms indicated

Signature

03/03/2022 Date

#### ANNEX 1

#### PRIVATE INFORMATION

#### You agree with Capgemini that:

the work to which I am assigned is and will be of a private nature, and in connection with the performance of my assignment on behalf of Capgemini, its subsidiaries and affiliates (together with their predecessors and successors, the "Company"), the Company may make available to me information of a private nature as to the Company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties ("Private Information"). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

### I further agree that:

- I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my assignment with the Company, other than for the Company use;
- II. I will not during the period of my assignment with the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my assignment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an Intern of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled;
- IV. Upon termination of my internship with the Company, I will return to the Company or to the client or prospective client all materials and information that constitutes Private Information and any copies thereof and certify to the Company that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company or to the client or prospective client.
- V. I agree to abide by the ISMS policies and procedures as published by the organization from time to time.

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 1 agree to act in accordance with all of the provisions of the policies of the Company, and to safeguard all of the knowledge and information I receive in the course of my internship with the company, whether it is the property of Capgemini, its client, or some other entity which makes such knowledge or information available.

3.1 will not use any knowledge, trade secrets or other information of the company or its clients including, except for the purpose of the work I am allotted in the course of my duties or as otherwise permitted by the company. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means.

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- Disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company; or
- c. Gain personal advantage from trading in or on the basis of Confidential Information; or
- d. Cause or procure any other person to deal in the securities of any company on the basis of Confidential Information
- e. Obtain nor claim any ownership interest in any knowledge or information obtained from Capgemini and its Clients.

5. Post termination of my internship with the Company, I recognize that I cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my internship tenure with the Company.

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7. Subject to Clause 8 below, I agree that any dispute arising out of this undertaking & acknowledgment ('Acknowledgment'), the Company and myself will make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on the Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

8. Notwithstanding the provisions of Clause 4, I agree that damages or an account of profits may be inadequate compensation for breach of this Acknowledgment and the company may seek an injunction or similar remedy to restrain any conduct or threatened conduct which is or may be a breach of this Acknowledgment.

9. This Acknowledgment is governed by the laws of Maharashtra, India. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Acknowledgment.

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03/03/2022 Date

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- That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
  - a) for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
  - b) stipend processing
  - c) law enforcement agencies,
  - d) to comply with a judicial/quasi judicial order,
  - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit.
  - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
  - service providers providing services for biometric access to office premises for monitoring attendance.
- Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

   affiliates of the Company for administrative purposes and/or audit;
  - clients/prospects in relation to any staff augmentation assignments.
- That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive
  jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
- That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability
  of the remaining provisions of this consent letter shall not be affected or impaired thereby.
- I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
- I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.
- I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

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

Name: SUJITHS Signature: 8-2 Date: 0310312022

Page 6 of 6



## MBB LABS PRIVATE LIMITED

CIN: U74999KA2017FTC106896 A subsidiary of Maybank Shared Services Sdn. Bhd. Registered Office: 11<sup>th</sup> Floor, Discoverer Building International Tech Park Bangalore (ITPB) Whitefield, Bangalore - 560066 +91 80 4633 7800 | info@mbblabs.com

# **HIGHLY CONFIDENTIAL**

Ref: MBBL/IND/73/2022 Date: 28-Oct-2022

# Mr. Anshu

Email ID: anshusharmaas2602@gmail.com Mobile: +91-7022898318

# OFFER OF EMPLOYMENT AS PRODUCT DATA ENGINEER

Dear Anshu,

We have the pleasure of offering you employment with MBB Labs Private Limited, a wholly owned subsidiary of Maybank Shared Services Sdn Bhd, Product Data Engineer, on permanent basis on the following terms and conditions of service:

Benefit Grade	Band I-1	
Corporate Title	Product Data Engineer	
Annual Gross Pay	INR 5,50,000.00 per annum	
Company Contribution to Provident Fund	INR 33,000.00	
Termination of Employment upon Confirmation	Either party may at any time give three (3) months' notice to the other to terminate the employment. Such notice shall be in writing.	
Other Terms and Conditions of Service	<ul> <li>In accordance to the Terms &amp; Conditions enclosed herewith are the documents for your perusal:</li> <li>A detailed breakup of the remuneration and offer package</li> <li>A copy of the above Terms &amp; Conditions</li> <li>A copy of the Code of Ethics and Conduct Booklet*</li> <li>A copy of the Maybank Information Systems Security Handbook*</li> <li>*These documents will be shared on the day of joining</li> </ul>	

Please note that this offer of employment is subject to you passing the clearance of background checking. Nevertheless, if it is found at any time that any information provided by you is not true and correct, or that you have knowingly suppressed any information or if any other adverse or relevant information comes to light, the Company may terminate your employment at any time without compensation.

The validity of this offer is conditional upon receipt of your acceptance by the acceptance due date and your commencement of employment on or before 21-Nov-2022. However, the last date for commencement may be extended in writing by an authorized representative of the Company. We would appreciate if you could confirm your acceptance by signing and returning the duplicate of this letter to <u>gloria.davis@maybank.com</u> within 3 days, after which this offer will be deemed invalid.



Your place of posting will be MBB Labs Private Limited, Floor 11, Discoverer Building, ITPL, Whitefield, Bangalore - 560066. However, you may be required to travel to any of our offices or to any other locations for business reasons, should a need arise.

We take this opportunity to welcome you and we are confident that you will execute your responsibilities with full commitment and dedication towards further enhancing the performance of the Maybank Group.

Thank you.

Yours faithfully, for MBB Labs Private Limited

lee

Meenakshy lyer Director

I hereby accept / decline the above offer of employment and the offered terms and conditions of			
service as indicated in this letter. I will be able to report for duty on <u>21-11-2022</u> .			
Signaturo	Anshu		
Signature:	<u> </u>		
Date: <u>29-10-2022</u>			

The contents of this document / information remains the intellectual property of Maybank and no part of this is to be reproduced or transmitted in any form or by any means, electronically, including photocopying, recording or any information storage and retrieval system without the permission in writing from the Information Owner. The contents of this document / information are confidential and its circulation and use are restricted



# APPENDIX I

•

# **Compensation Break-up**

The break-up of your annual compensation is given below:

Compensation per Annum	Anshu	
Components	Monthly [INR]	Annual [INR]
1. Basic Salary	22,916.67	275,000.00
2. Flexible Benefits	22,916.67	275,000.00
3. Annual Gross Pay (AGP)	45,833.34	550,000.00
4. Company Contribution to PF	2,750.00	33,000.00
5. AGP + PF	48,583.33	583,000.00
6. Variable Bonus	Subject to Performance	
7. Company Contribution to Gratuity	As per Gratuity Act	



# **APPOINTMENT LETTER**

January 24, 2022

Dear DEEKSHA SAPATE,

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 VI. 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:

https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite\_Offer\_letter\_template\_2022&user=2...

- 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 1/24/22, 3:45 PM https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite Offer letter template 2022&user=2...

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 <sup>th</sup> Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 <sup>th</sup> Standard or equivalent education.

iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.

iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your

graduation and 60% in post-graduation.

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

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

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# 10. Training Agreement:

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

# 11. Notice Period & Termination:

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

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

# 12. Pre Joining Program (PJP):

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

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

Yours sincerely, For **Wipro Limited**,

Aparna Shailen General Manager - Human Resources

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

I shall be reporting for duty on

# **ANNEXURE I**

# **DECLARATION ON CONFLICT OF INTEREST**

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

# Noted below are a few examples of conflict of interest:

a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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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

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I DEEKSHA SAPATE, 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: DEEKSHA SAPATE

**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

# **Bonus Details**

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18	25000 -
months	75000
End of Year	50,000 -
2	1,00,000
End of Year	2,00,000-
3	2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
  - a. you being "active" in the services of the company through to retention date as applicable
  - b. your employment has not been terminated for poor performance or for cause prior to retention date
  - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

# ANNEXURE - V

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 – VI</u>

## Variable Pay - A BRIEF OVERVIEW

## Variable Pay Policy Summary & Computation:

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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 <u>myWipro</u> 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:

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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

# <u>Travel</u>

- 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**

- 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. <u>Mediclaim</u>: 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. <u>Annual Health check:</u> 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:

<u>Interest Free Loan</u>: 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.

<u>Contingency Loan</u>: 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

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## & 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 DEEKSHA SAPATE 24/1/2022 3:43 PM

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

Registered Office:

 
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22992538



# **APPOINTMENT LETTER**

January 24, 2022

Dear DEEKSHA SAPATE,

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 VI. 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:

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- 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 1/24/22, 3:45 PM https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite Offer letter template 2022&user=2...

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 <sup>th</sup> Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 <sup>th</sup> Standard or equivalent education.

iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.

iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your

graduation and 60% in post-graduation.

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

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

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# 10. Training Agreement:

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

# 11. Notice Period & Termination:

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

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

# 12. Pre Joining Program (PJP):

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

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

Yours sincerely, For **Wipro Limited**,

Aparna Shailen General Manager - Human Resources

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

I shall be reporting for duty on

# **ANNEXURE I**

# **DECLARATION ON CONFLICT OF INTEREST**

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

# Noted below are a few examples of conflict of interest:

a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

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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

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I DEEKSHA SAPATE, 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: DEEKSHA SAPATE

**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

# **Bonus Details**

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18	25000 -
months	75000
End of Year	50,000 -
2	1,00,000
End of Year	2,00,000-
3	2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
  - a. you being "active" in the services of the company through to retention date as applicable
  - b. your employment has not been terminated for poor performance or for cause prior to retention date
  - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

# ANNEXURE - V

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 – VI</u>

## Variable Pay - A BRIEF OVERVIEW

## Variable Pay Policy Summary & Computation:

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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 <u>myWipro</u> 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:

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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

### <u>Travel</u>

- 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**

- 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. <u>Mediclaim</u>: 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. <u>Annual Health check:</u> 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:

<u>Interest Free Loan</u>: 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.

<u>Contingency Loan</u>: 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

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### & 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 DEEKSHA SAPATE 24/1/2022 3:43 PM

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

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 :I 32102KA1945PI C020800

22992538



\* Personal and Confidential \* Mr. Rakshith R Dr. Ambedkar Institute of Technology,CANDIDATE ID : 6771383,

# Our reference: TN/61352/2022

### Dear Mr. Rakshith R,

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

- a. 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.

Registered office: Robert Bosch Engineering and Business Solutions Private Limited, 123, Industrial Layout, Hosur Road, Koramangala, Bengaluru - 560095, India Managing Director: Mr. Datta Salagame

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Hosur Road, Koramangala, Bangalore -560 095, India. Tel: +91 80 6657 5757 Fax. +91 80 6657 1404 CIN: U72400KA1997PTC023164 www.bosch-softwaretechnologies.com

Bosch Global Software Technologies Private Limited. 123 industrial Lavout.

Date: 05-Jul-2022



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, but not limited to the education/ experience certificates 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. 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.

# 9. Acceptance and Commencement

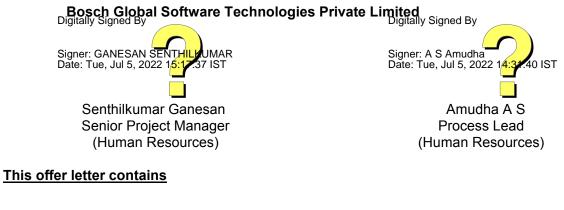
Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

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.



- A. Annexure I Compensation details
- B. Annexure II Rules and Regulations & Code of Conduct
- C. Enclosure A
  - 1) Mandatory documents for onboarding process
  - 2) Information for your reporting

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on \_\_\_\_\_

Name

Signature

Date



Annexure I

			05-Jul-2022
	Compensation and Benefits Pla	an	05-501-2022
Name:	Mr. Rakshith R		
Qualification:	B.Tech/B.E		
Designation:	Associate Software Engineer		
Level:	50		
(	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components			
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA, Conveyance, Medical, LTA, SAF Contribution, etc)		20,586	2,47,038
Gross Salary		35,586	4,27,038
<b>Retirals / Statutory Contri</b>	bution		
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 rela	ated Pay - CPrP at factor 1.0 company ac	chievement	42,704
Total C	Cost to Company	38,108	5,00,000
National Pension System Contribution	(NPS) Optional - Company		13,200

The aforementioned perquisites are subject to alteration and amendment.

\* 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.

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



# 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
- c) 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

- a) 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)
- 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').
- 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

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



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)
	<b>Cob</b> : Bosch Global Software Technologies Private Limited	Manojkumar Devaraj
	BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village	(GS/HRS13-IN)
	Coimbatore, Tamil Nadu - 641 035	
Virtual on boarding	"Skype/MS Teams" 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.		

# 2) Information for your reporting



21-October-2021

Dear Sanskar Kumar AIT Email: <u>kumarsanskar12nov@gmail.com</u> Phone: +91 8651323036

SUBJECT: Letter of Selection

We are pleased to offer you the position of **"Associate Software Engineer"** with BETSOL. Your total CTC would be **₹ 4,50,000 (Four Lakhs fifty thousand only)** which will be paid during your course of employment with BETSOL subject to the terms mentioned in the offer letter which will be given to you at the time of joining.

The allowances, benefits and other terms and conditions of your employment will be as per Company policies as applicable from time to time. Your compensation will be reviewed in future as per Company policy.

On joining the company, you shall be on probation for six months. You will abide by the rules and regulations of the company as may be applicable from time to time.

We expect you to join on or before 1<sup>st</sup> July 2022, otherwise this offer stands withdrawn automatically.

Again, congratulations and welcome to the BETSOL family.

On behalf of BETSOL I agree and accept the selection on the above terms and conditions

Neha Sawant

Neha Sawant Senior HR Business Partner, BETSOL Sanskar Kumar (Oct 21, 2021 15:34 GMT+5.5)

Sanskar Kumar AIT

BETSOL SOFTWARE (INDIA) PVT. LTD. Brigade Software Park, 7th Floor, East Wing, Block B, BSK 2nd stage, Bangalore 560070 Ph: 080 26710458 www.betsol.com

# Sanskar Kumar\_Selection Letter\_encrypted\_

Final Audit Report

2021-10-21

Created:	2021-10-21
Ву:	Neha Sawant (neha.sawant@betsol.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsHRIqSpD5cTIGZvDZfEF53OR0j3x0YcF

# "Sanskar Kumar\_Selection Letter\_encrypted\_" History

- Document created by Neha Sawant (neha.sawant@betsol.com) 2021-10-21 - 9:46:51 AM GMT
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May 17, 2022

Suman R M Quarters no. Type-2-1 First Colony KPCL Ambikanagar, Karnataka Ambikanagar- 581363 Karnataka

### Sub: Offer of Employment

### Dear Suman,

Thank you for investing your time to pursue an opportunity with Harman Connected Services Corporation India Pvt. Ltd, Bangalore.

We are delighted in offering you an employment opportunity as Associate Engineer-Product Development with Harman Connected Services Corporation India Pvt. Ltd, Bangalore

Further, "Company" for all purposes in this document shall mean Harman Connected Services Corporation India Pvt. Ltd, Bangalore and or its Affiliates, where the context may so require.

#### Following are the terms and conditions associated with your employment:

- You will receive a fixed compensation package of INR 500000/- per annum.
- You will also receive a one time Joining bonus of INR 50000/- You will receive a one-time Joining Bonus of Rs. 50,000/paid out in 2 equal instalments. The first instalment of Rs. 25,000/- is to be paid along with salary payable for your sixth month, and the second instalment of Rs. 25,000/- is to be paid along with salary payable for your twelfth month.
- Your date of joining will be on/before 30 May 2022.
- Your initial place of posting will be in IN\_Bangalore\_Jupiter, Prestige Tech Park
- You will report to the Business Unit/Function Head or his/her nominee.
- Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- This offer and the subsequent employment is contingent upon you successfully clearing your degree and submitting all
  relevant documentation on or before October 31, 2022. Any failure to do within the prescribed duration shall result in
  termination of your employment with immediate effect.
- Your employment 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. By virtue of accepting this offer letter, you are hereby confirming that you do not have any non-compete
  obligations or other restrictive clauses of any nature whatsoever with any previous employer/s)
- 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.
- It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.
- Company has different Business Units and you may be transferred within or across Business Units based on the requirement
  of Company. Please note you may also be transferred to any location and may be required to work in different shift timing as
  per the business requirements.
- · Your designation may be changed depending on the work assigned to you at the discretion of the Company.
- You will be entitled for an aggregate of 21 days of Privilege/Earned leave in accordance with the Company's policy as applicable from time to time. For all other leave types, you can refer to HR Policy section in the Company Intranet.
- You will be entitled to personal accident insurance coverage under the Company's group insurance plan. You and your family will be entitled to a comprehensive health insurance plan.
- During the course of your employment, to enable you to discharge your duties efficiently, Company may invest in you by
  providing you specialized and/or certified job-related training. If you choose to separate from the Company after undergoing
  the training (for a minimum period as may be communicated prior to such training), Company has the right to recover any and
  all expenses expended on your training including and not limited to associated expenses thereof.
- .You may be required to travel on Company work and you will be reimbursed expenses as per the then prevalent Company policy on travel and expenses.



- You will not undertake business of similar nature with any other Company during the period of your employment with this Company.
- The notice period applicable for separating from the Company's services is 90 days. You will find more details on the separation procedure/ process on the HR Policy section of the Intranet.
- 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).
- If you are absent for a continuous period of 5 working days without obtaining your manager's approval, Company may
  construct this as an act of abandonment and will proceed to follow the process as defined under the policy concerned.
- You will retire in the normal course from the services of the Company at the end of the month in which you attain the age of superannuation, which is 60 years.
- You shall not at any time, disclose to anyone any information, know-how, knowledge, secrets, methods, plans, drawings, designs, etc. of the Company. Also, you shall not take any technical documents or information or copies thereof belonging to the Company outside the office unless specifically entrusted to you in writing.
- If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain
   If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the items to this Company prior to you separating from the services of the same in good working condition and you shall return the items to this Company prior to you separating from the services of the same in good working condition and you shall return the items to this Company prior to you separating from the services of the same in good working condition and you shall return the items to this Company prior to you separating from the Services of the Service and the services of the same in good working condition and you shall return the items to the company apart is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.
- You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.
- During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.
- You will abide by the Employee Service Conditions enumerated in Annexure 1. Any and all of the terms and conditions of
  service may be modified or changed at any time by the Company at its discretion.
- The benefits as outlined in Annexure 2 & 3 are subject to change at the Company's discretion.

We are excited to have you join us and welcome you to the Harman family.

Please also submit a duplicate copy of this letter duly signed at the time of joining. On the day of joining, you are requested to be present at 8:30 a.m. for your on-boarding formalities at Kaadubeesanahalli Village, Sarjapur Marathahalli Ring Road Prestige Technology Park, Jupiter 2A Block, Bangalore- 560103 Karnataka

# You are required to submit to us the following at the time of your joining:

- Photocopies of your 10th and highest educational qualifications (including all marks sheet)
- 3 passport size photographs with dark grey background(Sample enclosed).
- Relieving letter from previous employer, if applicable
- Recent Salary statement, if applicable
- Documents indicating employee number of last two employers, if applicable
- Photocopy of Passport (indicating Passport number, validity, address and age)
- Proof of age and address if different from those mentioned in Passport or not having Passport
- Photocopy of PAN card, (Any other Identity card if PAN not allotted)
- Income Tax computation sheet and Form 12B of previous employer/s in the current financial year(if applicable)
- Company Personal Data form

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter within 1 week of the date of offer release

# For Harman Connected Services Corporation India Pvt. Ltd.

# Subhajit Ghosh - Senior Manager, Talent Acquisition



Enclosed Annexures:

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- 1) Employee Service Conditions
- 2) Compensation break-up detail
- 3) A note on your Total Rewards

I have read, understood and accepted the above. I understand that the terms and conditions are pre-conditions to my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature: Name: AN Date: 20 5 22 Expected date of jolnin



#### Annexure 2: Compensation Break-Up Detail

Name:	Suman R M
Designation:	Associate Engineer-Product Development
Grade:	9A
Gross Salary:	500,000
Base Salary:	500,000

Components	Monthly (in Rs.)	Annual (in Rs.)
Basic	16,667	200,000
House Rent Allowance	6,667	80,000
Statutory Bonus	583	7,000
Flexible Benefit Package*	14,948	179,380
Fixed Salary - (A)	38,865	466,380
PF - Employer's contribution	2,000	24,000
Gratuity	802	9,620
Statutory Benefits - (B)	2,802	33,620
Base Salary	41,667	500,000
Gross Salary - (A + B)	500,000	

#### Note:

a) Taxes are applicable as per statutory rules. b) Flexible Benefit Package is payable towards salary components explained in the Total Rewards annexure as per the Company policy. The value of such benefits shall not exceed the amount mentioned above under FBP.

c) Details of the other benefits are mentioned in the Annexure 3 "Note on Total Rewards".

### For Harman Connected Services Corporation India Pvt. Ltd

Subhajit Ghosh - Senior Manager, Talent Acquisition



February 16, 2022

Kriti Dubey Hno 222 2nd Floor 7th Main Road Bee Layout Chandra Layout Bangalore, Karnataka 560040 India

Dear Kriti,

Congratulations, it gives me great pleasure to inform you that your application has been approved for admission with Out-of-State Tuition to the Computer Science - M.S. program in the College of Engineering at Wayne State University for the Fall 2022 semester.

By enrolling at Wayne State, you will be joining a premier research university that combines academic excellence with the unique experience of living and studying in an urban environment. The Carnegie Foundation for Advancement of Teaching designates Wayne State in its highest research category, a distinction held by 3.6 percent of U.S. institutions of higher education. This means that our faculty, programs and research initiatives are at the forefront of their disciplines.

Check the <u>registrar's calendar</u> to see if the schedule of classes has been posted online and if registration for your term has started. Once the <u>Class</u> <u>Schedule</u> is available you can explore the courses your program is offering, and then consult with your program to determine the best selection of courses for you. If registration is available, you may enroll in classes at any time up to 30 days before they begin; after that point, you will not be able to add or drop any classes until you arrive on campus. Once you are able to register, simply logon to our intranet, <u>Academica</u>, using your Access ID (**hm1406**) and password (**004923208**). Your password must be changed after your first login. If you have previously received an Access ID, you may need to re-set your password. For assistance, visit the <u>CIT Help Desk</u>.

Please remember: Your admission is valid only for the Fall 2022 semester. If you do not validate your admission by registering for classes for the term offered in this letter, you will need to reapply for a subsequent semester to be reconsidered by your intended academic program.

The <u>Office of International Students and Scholars (OISS)</u> handles the entire I-20 procedure. Your I-20 will be processed within 3-5 days, and you will receive it in the mail within 5-7 business days after processing. You can check the status online, but please contact OISS if you have additional questions.

When you arrive in Detroit, you will need to check in with the <u>Office of International Students and Scholars (OISS</u> and attend an orientation program. You will also need to finalize <u>housing</u> arrangements, and pay fees before beginning graduate coursework. The OISS will contact you with instructions on check-in procedures.

We welcome you to the Wayne State University family!

Sincerely,

Sherry Quinn Director, Graduate Admissions

5057 Woodward Suite 6304.1 - Detroit MI 48202 - (313) 577-GRAD - gradadmissions.wayne.edu

# 2017-2021

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.hcltech.com

### **OFFER & APPOINTMENT LETTER**

Offer Release Date: August 18, 2021

Dear Meghana R, Subhagi nilaya, Vidyanagar behind industrial estate, Tumkur, Karnataka, India, 572101

### Dear Meghana R, service

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 band 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 **August 19, 2021** at 9:00 A.M at the following address **BengaluruSEZ-T4-U5-4F-6F,7F:2,8F:1-3**. 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 3,50,000 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 <u>Annexure II</u>.

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.



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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.

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.

Yours truly, For HCL Technologies Ltd.

Amrita Das

Vice President, Head-Global Rewards

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<u> </u>	Annexure 1
COMP	ENSATION PLAN
Name	 Meghana R
Band	E1
Designation	Software Engineer
City	Bangalore
•	Components (in INR)
Basic Salary	15,069
House Rent Allowance	7,523
Advance Statutory Bonus	-
Food Wallet	-
Holiday Allowance	-
Flexi Basket*	-
Compensatory Allowance	0
TOTAL: Monthly	22,592
TOTAL: Monthly Components : Annualized	271,107
· · · · · · · · · · · · · · · · · · ·	
Retirals & C	Other Benefits (in INR)
Provident Fund	21,699
Medical Insurance Premium/ESIC	10,000
Gratuity	8,694
TOTAL : Retirals	40,393
Variable C	Components (in INR)
Performance Bonus (in Rs.)	21,000
Engagement PB (paid monthly) @ 100%	
achievement levels	17,500
TOTAL: Variable Components	38,500
COST TO COMPANY	3,50,000
Flexi Basket Details	Max Sub limits (p.a.)
Fuel Reimbursement and Car Maintenance	_
Charges	-
Leave Travel Assistance / Allowance	-
Car Lease Rental	-
TOTAL : Annual Flexi Basket	-

Signature of Employee:

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Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual

Max Sub limits (p.a.)
360,000
2,000,000
1,800,000

### NOTE:

1. Flexi Basket is only applicable in E2+ employees

2. All salary components are governed by the company policies and statutory guidelines.

3. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.

4. Any personal tax liability arising out of compensation will be borne solely by the employee.

5. Gratuity to be payable as per act

# **ANNEXURE II**

### Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

# **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

# 1. Location

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Bangalore.

# 2. Medical Check up

Your employment is subject to you being declared medically fit by the company doctor.

# 3. HCLT Training Program:

Training (classroom/on the job) sessions will be conducted after your joining.

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The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

## 4. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

# 5. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

# 6. Agreements

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

# 7. Background and Reference Check

- The company will undertake the background verification / validation process of employees in terms of
  education, previous employment(s), criminal verification, database and web searches, address verification,
  claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as
  and when required. You would be required to submit photocopies of documents detailed in Annexure III to
  facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection.
   In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

### 8. Working Hours

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You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

# 9. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

# 10. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

### 11. Retirement

You will retire from service on attaining superannuation at the age of 55 years.

# 12. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

# **13.** Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

# 14. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.

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Signature of Employee:

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e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

#### 15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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

#### Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV		
	(BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)	
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for	
T	courses completed in the last 6 months from the current date	
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or	
2 Lease agreement etc.		
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID	
5	Number	
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)	
5	Identity Verification - Copy of valid passport and PAN card required	
Additio	nal documents (To be submitted on request – Only if required)	
1.	Highest Qualification- Admit card, college and university official's (Registrar and Director) detail	
2.	Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form	
	16, If company is active, employer's active address.	
	Things to Remember	
	<b><u>1.</u></b> The information provided in Resume and background verification form must be same.	

2. Information provided in background verification form must be accurate.

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- **<u>3.</u>** Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- **<u>4.</u>** Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

	List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name Number of Photocop		
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1	
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1	
3	Passport –Front copy only - for Name & DOB proof. 1		
4	4 10 <sup>th</sup> Mark sheet, only if passport is not available. 1		
5	PAN CARD as ID Proof (Only if passport is not available)	1	
6	Passport Size Photographs (Only with white background)	3	

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right
  information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal
  Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

#### Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address

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1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL		
		Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)		
		Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate		
		number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)		
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur		
		Village, Shollinganallur-Medavakkm High Road, Chennai-600119		
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani		
		Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106		
4	KOLKATA	HCL Technologies Ltd, Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091		
5	HYDERABAD	HCL Technologies Ltd, Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2, Hitec City 2-		
		Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081		
6	PUNE	HCL Technologies Ltd, Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta,		
		Sez, Pune-411013		
7	MUMBAI	HCL Comnet Ltd, Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch		
		Hotel, Mumbai-400093		
8	LUCKNOW	HCL Technologies Ltd, HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms,		
		Sultanpur Road, Lucknow, Uttar Pradesh-226002		
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3,		
		1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-		
		625020		
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur		
11	Coimbatore	State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor,		
		Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526		
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers, Third		
		Floor, Kesarapalli, Gannavaram, Krishna District 521102		

#### **ANNEXURE IV**

#### **EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- Basic Salary
- Monthly Allowances
- 🔸 🛛 Variable Pay
- 🖶 🛛 Retirals & Insurances Benefit

#### Disclaimer:

Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.



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The details for each component falling under these heads are explained as following:

#### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

#### MONTHLY ALLOWANCES

- House Rent Allowance (HRA): The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- Food Wallet: Food Wallet is a voluntary benefit and is applicable for payments related to food and nonalcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- Holiday Allowance: Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- Advance Statutory Bonus: Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

#### VARIABLE PAY

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

#### Performance Bonus (PB):

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

#### **RETIRALS & INSURANCES BENEFIT**

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You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
- By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
- The premium payable depends on the dependants declared.
- The hospitalization coverage limit will be same as defined in compensation structure.
- Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
- You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

• Employer's contribution to Provident Fund: As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- Disability Insurance: You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount

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mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

#### **Disclaimer**

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: Subhagi nilaya, Vidyanagar behind industrial estate, Tumkur, Karnataka, India, 572101 Email ID: meghanar1497@gmail.com Telephone Number: 9902882787

Congratulations! Your Challenger Spirit Amazed Us

# LETTER OF INTENT

Dear Aditya Tiwari

Dated: 16<sup>th</sup> September 2020

birlasoft

Congratulations! Subsequent to your interview and discussions with us, we are pleased to offer you appointment as Trainee Engineer with Birlasoft Ltd.

**GENERAL TERMS AND CONDITIONS:** 

- Your CTC would be INR 3.60 lakh per annum.
- On joining you would be required to sign a Service Agreement which is applicable to you for period
  of 2 years commencing from your date of joining. Additionally, you may be required to execute a
  service agreement of an appropriate value depending on your salary.
- Joining location and Date of joining would be communicated very soon.
- You may also be eligible for an Internship for a mentioned based on project requirements which are dynamic in nature.

Based on the acceptance of this letter, a detailed appointment letter with the terms and conditions will be issued to you on the day of joining. Kindly note that the above terms are subject to change at the sole discretion of Company.

Your joining is subject to the satisfactory verification of the documents and details mentioned in your application form and/or any information furnished at the time of interview, in addition to have fulfilled the eligibility criteria. Deviation in any of this, would result in cancellation of your selection in the organization.

We look forward to having a long and fruitful relationship with you at Birlasoft Ltd., wish you all the hest!

Yours sincerely.

Raihan Shahzada

**Assistant Vice President- Talent Acquisition** 

.. -

For Birlasoft (India) Limited

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Birlasoft.com

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intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the mail.admin@birlasoft.com immediately without opening the mail and attachment . Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company 

\*\*\*\*\*\*

Wed, Sep 16, 2020 at 7:06 PM

Adétya Tiruari Adétya Tiwari



### Offer: Computer Consultancy Ref: TCSL/CT20203192550/Bangalore Date: 30/10/2020

Mr. Ashray K B #96 'Vasanthapriya'3rd Main Ags Layout, Manganahalli Road, Ullal, Bangalore-560056, Karnataka. Tel# -

Dear Ashray KB,

### Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

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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 INR 15,000/- 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 INR **7,500/-** 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 INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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#### 4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

### PERFORMANCE PAY

### **Monthly Performance Pay**

You will receive a monthly performance pay of INR **4,200/-**. 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.

#### **Performance Bonus**

Your Performance Bonus will be INR **3,200/-** 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.

Performance Bonus 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 Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

#### **CITY ALLOWANCE**

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

#### **RETENTION INCENTIVE**

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

### **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.

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#### OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### 1. Basic Cover

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

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### 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.

### 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

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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.

### 3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

### 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 to 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 probation 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 offer as an employee with TCS you are required to

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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 your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

### **10. 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.

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. 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.

### **11. 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.

### 12. 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

#### **13.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.

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

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### TATA CONSULTANCY SERVICES



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.

### 14. 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.

### 15. 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.

### 16. 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.

### 17. 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 probation/service without notice.

### **18. 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

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- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

### 19. 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.

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### TATA CONSULTANCY SERVICES



#### 20. 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.

### 21. 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.

### 22. 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.

### 23. 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.

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#### TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



(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.

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# TATA CONSULTANCY SERVICES



#### Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 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



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### TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name Ashray K B	
Designation	Systems Engineer
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	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis.

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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### TATA CONSULTANCY SERVICES

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#### 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 – 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	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services, Eth Floor, NEDE: House C.S. Road, Dianur Cumebati	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	KOLKATA
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	

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# TATA CONSULTANCY SERVICES

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.

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# TATA CONSULTANCY SERVICES



#### 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.

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### TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

### 5. Use of third party material

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

### 6. Security policies and Guidelines.

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

### 7. Restriction on Associate's Rights

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

#### 8. No License

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

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### TATA CONSULTANCY SERVICES



#### 9. Equitable Rights

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

#### 10. General

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

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

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

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

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### TATA CONSULTANCY SERVICES



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

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



#### Comviva Technologies Limited

Regd. Office Capital Cyberspace Sector 59 Golf Course Extension Road Gurugram-122102, Haryana India

Tel: + 91 124 481 9000 Fax: + 91 124 481 9777 CIN: U72200HR1999PLC041214

comviva.com info@comviva.com

#### **Appointment Letter**

Date: June 11, 2021

Тο,

Bhanavi V Gowda Dr. Ambedkar Institute Of Technology, Bangalore

Dear Bhanavi,

We are pleased to offer you the position of **Engineer tarinee** at Comviva Technologies Limited. The details of your offer are enclosed herewith.

We look forward to your association and contributions towards helping Comviva enrich lives of over a billion people with mobile solutions beyond VAS.

With best wishes and regards,

Vaishnavi Shukla Director - Human Resources Date: June 11, 2021

**Enclosure: Appointment Letter** 

Bhanavi V Gowda – Read, Understood & Accepted



#### Comviva Technologies Limited

Regd. Office Capital Cyberspace Sector 59 Golf Course Extension Road Gurugram-122102, Haryana India

Tel: + 91 124 481 9000 Fax: + 91 124 481 9777 CIN: U72200HR1999PLC041214

comviva.com info@comviva.com

#### COM/HR/OFFER/2021/1657

Date: June 11, 2021

Bhanavi V Gowda Dr. Ambedkar Institute Of Technology, Bangalore

#### Appointment Letter

#### Dear Bhanavi,

With reference to your application for employment and subsequent interview/discussions, we are pleased to offer you employment with Comviva Technologies Limited on the below terms and conditions.

#### **Date and Place of Posting**

You will be required to join **Comviva** on or before **September 21, 2021.** You shall be initially posted at our office located at 9th, 10th, 11th & 12th Floor, RMZ Galleria, Office Building, Sy. No. 144, Yelahanka Village, Bellary Road, Bangalore – 560064, India.

#### Designation

You will be designated as Engineer tarinee.

#### Salary & Benefits

Your Total Compensation (TC) will be INR 375000/- (Rupees Three Lakh Seventy Five Thousand Only) per annum. Please refer Annexure A for details.

#### **Job Responsibilities**

Your will be expected to perform as per the duties that may be assigned to you from time by authorized representatives of the Company.

#### **Medical Fitness**

By accepting this appointment letter, you automatically declare that your existing health condition or medical history does not in any manner deem you unfit for the nature work for which you are being offered this employment.

In the event of any deviation to the same, the Company will reserve the right to terminate your services. The Company also reserves the right to ask you to undergo any medical test, as may be deemed necessary from time to time.

Bhanavi V Gowda – Read, Understood & Accepted



#### Transferability & Travel

Your services can be transferred/deputed from one job to another, one shift to another, from one department to another, from one Company to another subsidiary or Sister Company in the Group anywhere in India and abroad, whether existing or likely to come in existence, at any time in future.

You will be exclusively governed by the policies and processes applicable to Comviva Technologies Limited. In case your services are transferred to a new establishment, you will be automatically governed by the rules, regulations, terms & conditions of service which are applicable to the new establishment.

During the course of business you would be required to undertake business travel. You will be required to undertake travel within the country or abroad on company work and you will be paid travel expenses for this as per the Travel Policy applicable to Comviva Technologies Limited.

#### Hours of Work

Your working hours will be governed by applicable law and the policies applicable to Comviva Technologies Limited. The Company reserves the sole discretion to revise the same from time to time. You will be governed by the working hours and holidays applicable based on your place of work, role and on-going business requirements. Depending on business needs, you will be required to work in rotating shifts – the same will be communicated to you in advance through the authorized representatives of the Company.

#### Leave

You will be entitled to paid leave as per the existing policy applicable to Comviva Technologies Limited. All leave shall require prior approval of the authorized person. But in case you have to take a leave under unforeseen circumstances, for which prior approval was not possible; immediate information through e-mail or telephone will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take appropriate disciplinary action.

#### **Provident Fund & Gratuity**

You will be eligible for Provident Fund and Gratuity upon commencement of your employment with Comviva Technologies Limited.

Both you and the Company shall make contributions in accordance with the provisions of the Employee Provident Fund and Miscellaneous Provisions Act 1952, if applicable.

You would be entitled to gratuity benefits after completion of five years of continuous employment in accordance with the Payment of Gratuity Act 1972. All other terms and conditions would also be as per the provisions of the Payment of Gratuity Act.

#### Retirement

You will automatically retire from the services of the Company on attaining the age of 58 years, or earlier, for physical or mental disability or infirmity or in case of your contracting a disease which is infectious or contagious and detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the Company.

#### **Relinquishing Service**

In case you absent yourself from duty for seven (7) consecutive calendar days or more without prior permission/ sanction; you shall be deemed to have left and relinquished the service on your own and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you. The Company reserves the right to take disciplinary action as deemed necessary.

Bhanavi V Gowda – Read, Understood & Accepted



#### Separation

The employment can be terminated by giving three month's formal notice by either side or salary (defined as basic plus FEP) in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of company documents/classified information (if any), successful completion of all on-going activities and formal relieving as per company's guidelines.

Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action if required.

In an event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

#### Тах

The Company will make income tax deductions, as per the applicable taxation rules. All requirements under taxation laws, including filing of income tax returns regarding your remuneration, are and shall remain your responsibility and will have to be borne by you. The Total Compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the Company, if need be.

# Intellectual Property Rights, Non-Disclosure Agreement, Confidential Agreement and Other General Terms of Employment

You will be subjected to Comviva Technologies Limited policies in respect to Intellectual Property Rights including the ownership and assignment in favor of Company; Non-Disclosure of Confidential Information and other General terms of employment. On the date of your joining, you will be required to sign undertakings applicable to Intellectual Property Rights, Non-Disclosure of Confidential Information Agreement, Code of Conduct, Data Security and Information Security.

You also understand that your obligations under these clauses shall survive termination of this Agreement for any reasons whatsoever, and continue to be binding after the termination of this Agreement.

You will be governed by the policies and processes as may be applicable to Comviva Technologies Limited from time to time. You will be expected to keep yourself apprised of any changes in the applicable policies and process. You will be expected to undergo refresher programs as per the frequency defined by the Company or on an ad-hoc basis, as the case may be. Ignorance shall not be pleaded as an excuse for violation of all or any part of the same.

#### **Non-Solicitation of Employees and Clients**

The Employee agrees that during the term of his employment with Comviva and for a period of two (2) years thereafter immediately following the termination of his employment with Comviva for any reason, whether with or without cause, he shall not:

- 1. Directly or indirectly solicit, induce, recruit or encourage any of the employees of Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva, to leave their employment, or join any other employment or undertake any other activity other than their employment with Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva respectively
- 2. Take away any clients or customers of Comviva, its subsidiaries or affiliates or attempt to solicit, induce, recruit, encourage or take away clients or customers of Comviva, its subsidiaries or affiliates, either for yourself or for any other entity
- Take away or attempt to solicit, induce or encourage any prospective clients or customers or business opportunities (of Comviva or its subsidiaries or affiliates) that the Employee became aware of, during the course of his employment with Comviva

Any questions in this regard, shall be determined by Comviva at its sole discretion. The Employee hereby agrees that the decision of Comviva in this regard shall be final and binding on him.

Bhanavi V Gowda – Read, Understood & Accepted



#### **Other Details**

Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference, background check, criminal verification, drug check, etc. at any point before or after your formal joining with the Company. You also authorize the Company to use your personal and official details for any internal purposes as required by the Company to meet its reasonable and fair business needs.

In case of any violation of Company norms/policies, and, or any discrepancy in the statement of facts, the Company reserves the right to take disciplinary action against you, including termination of services.

Please note that the Company will not be liable to honor any commitments made including but not limited to future salary increases and/or promotion to any new or existing employee by anybody in the Company or externally, either formally or informally, unless the same is confirmed by an authorized signatory of the Company in writing. An authorized signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the Human Resources hierarchy in the Company. Any such written commitments given, if any, will need to be issued as a separate addendum on the Company letterhead for such a commitment to be treated as valid.

#### Declaration

You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your personal data form. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the Company or you are likely to join the services of the Company. In case you have joined the Company, you shall be liable to be discharged from the service forthwith.

This offer of appointment shall be effective from the date you join your duties at Comviva Technologies Limited.

#### **Joining Details**

On the date of joining, please report to Ms. Rakhi Sharma in HR department at **9.00 AM**, at our Bengaluru Office, 9th, 10th, 11th & 12th Floor, RMZ Galleria, Office Building, Sy. No. 144, Yelahanka Village, Bellary Road, Bangalore – 560064, India.

You are requested to carry the following documents in original and one photocopy at the time of joining. Originals are meant for verification only and the photocopy for Company's records.

- Graduation, Post Graduation and other Certificate & mark sheets
- Relieving Letter/Experience Certificate and Salary slip from last two (2) employers
- Four (4) passport size photographs
- PAN Card copy
- Passport copy

# In the absence of any of the above documents, your joining will be deferred till the date on which all these documents are submitted.

#### Validity of Appointment Letter

You are required to provide acceptance of this appointment letter, in writing within three (3) days of receipt of this document. If you fail to provide your acceptance and/or do not join within the stipulated time, this appointment letter shall stand automatically withdrawn.

Bhanavi V Gowda – Read, Understood & Accepted



The company will not be liable to honour any commitment made including but not limited to future salary increases and/or promotion to any new joinee or existing employee by anybody in the organization or externally, either formally or informally, unless the same is confirmed by an authorised signatory of the Company in writing. An authorised signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the HR hierarchy in the company. Any such written commitments given, if any, will need to be issued as a separate addendum on the company letterhead for such a commitment to be treated as valid.

Please sign the duplicate copy of the appointment letter as token of your acceptance.

Thanking you,

Yours truly,

For Comviva Technologies Limited

Vaishnavi Shukla Director - Human Resources Date: June 11, 2021

I, Ms. Bhanavi V Gowda, have read the terms and conditions of my appointment as mentioned above. I understand and accept the same without any reservation.

Name	Bhanavi V Gowda
Signature	
Date	
Place	

Bhanavi V Gowda – Read, Understood & Accepted



#### Annexure A Compensation Structure Bhanavi V Gowda Designation: Engineer tarinee

Components of Emoluments	Monthly Value (INR)	Annual Value (INR)
Basic Pay	9,375	112,500
Flexible Pay	12,749	152,989
Variable Pay*		37,500
Monthly Bonus <sup>^</sup>	3750	45000
Provident Fund (Employer's Contribution)	1,800	21,600
Gratuity		5,411
Total Compensation (TC)***		375,000

#### **Insurance Benefits**

- Life Insurance Coverage Comviva Technologies Limited provides a very attractive Life Insurance Program to all its India based employees (for self only). As per the current policy, you will be covered for an amount of INR 250000/-(Rupees Twenty Five Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.
- 2. Medical Insurance Coverage (Self, Spouse and Children) You will be covered under a comprehensive medical insurance coverage as provided by the Company to its India based employees. This program will cover the employee, spouse and up to two dependent children. As per the current policy, you & your dependents will be covered for an amount of INR 400000/- (Rupees Four Lakhs only) the cost of this default coverage is completely borne by the Company. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.
- 3. Medical Insurance Coverage (Parents) Medical costs have significantly increased and the Company believes that a corporate medical insurance program offers significantly higher benefits at a significantly competitive cost, when compared to an individual insurance policy. Hence, all India based employees are expected to mandatorily cover their parents under the Company's Medical Insurance Program applicable for Parents. As per the current policy, your parents will be covered for a default amount of INR 200000/- (Rupees Two Lakhs only). The Company bears a portion of the applicable premium, while the remaining premium will have to be borne by the employee Company's contribution towards insurance of parents increases with tenure of the employee. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

Bhanavi V Gowda – Read, Understood & Accepted



4. Personal Accident Insurance – You will also be eligible for coverage under a personal accident insurance program. Under this program, you will be covered for an amount of INR 3000000 (Rupees Thirty Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

\* Variable Pay [Performance Linked Incentive (PLI)] – PLI is subject to the terms and conditions of the Performance Linked Incentive (PLI) program applicable for the year. Payments under the PLI program are primarily based on the Company performance. Employees who join in middle of the year are eligible for pro-rated payments. Payable amount will be pro-rated for unpaid leave, if any.

The PLI incentive includes any assured statutory bonus, if applicable, which becomes payable under relevant statute for Payment of Bonus Act. Additional details will be as per the Performance Linked Incentive (PLI) program of the Company. In the event of a conflict in interpretations and terms; the PLI program applicable for the corresponding year will supersede anything mentioned in this letter.

#### ^ Monthly Bonus - Paid out on monthly basis.

\*\*\* **ESIC** – Basis the eligibility criteria for your coverage under ESIC and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The company will make the necessary employer's contribution accordingly.

I, Ms. Bhanavi V Gowda, have read the terms and conditions mentioned in Annexure A. I understand and accept the same without any reservation.

Name	Bhanavi V Gowda
Signature	
Date	
Place	

Bhanavi V Gowda – Read, Understood & Accepted

### Cognizant



22-Mar-2021

#### Dear Chetana Desai,

B.Tech/B.E., Information Science Engineering Dr. Ambedkar Institute of Technology, Bengaluru

#### Candidate ID - 15563742

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

#### You have been selected for the position of Programmer Analyst Trainee

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR 401,988/-. This includes an annual target incentive of INR 22,500 /- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in Compensation and Benefits. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR Rs.450,740/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in Employment Agreement. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

#### Please note:

 This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

 Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

Rl'qd. Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097

NTT DATA Global Delivery Services Private Limited Block 2, 2<sup>nd</sup> Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000

# NTT Data Services

#### 26-March-2021 Gagana K Dr. Ambedkar Institute Of Technology

Dear Gagana,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Services IT Development Program Senior Associate II** with NTT DATA Global Delivery Services Private Limited (hereinafter referred to as "the Company or NTT DATA Services") subject to below terms and condition. Please note that your subsequent employment with the Company is subject to your completing the training as given below.

Please note that this offer does not give you the employee status of the Company. Your appointment as **Technical Graduate Trainee** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This communication does not confer you with any right against the company until you join for training.

You will be undergoing a training program anywhere in India and at the end of which, you will be evaluated. Company shall determine as necessary, the period of training on the basis of your performance during the training period. Please note that the duration of the training period shall depend on our evaluation of your skill, project, domain, etc. during the evaluation tests conducted by the Company. The discretion with respect to determining the duration of training period shall vest solely with the Company. On your start date, please bring the documents as per Annexure A.

During the training you will be given a stipend of Rs.12,000/- per month.

Please note that the offer of appointment and continuation of employment thereof is subject to successful completion of your:

- a) Qualifying exams with maximum of 2 arrears during the entire course, no pending arrears on completion of course and having minimum of 65% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.

On successful completion of your training, you will be appointed as a **Services IT Development Program Senior Associate II** in Grade 5 and will be on probation for an initial period of 6 months. Your confirmation is subject to evaluation of performance, which will happen subsequent to completion of the probation period. Your services will be confirmed, extended or terminated in writing. Till such letter is issued, you will continue to be on probation.

Your total compensation inclusive of all benefits will be Rs. 500,000/- during probation and on confirmation and the same will be subject to a deduction of tax at source in accordance with the prevailing laws. The retirement age is 62 years. This contract of employment can be terminated by either party by giving a notice period of 30 days for employees on probation and 60 days for employees who have been confirmed in your Salary Grade. Either party is not bound to give any reasons thereof. Any retention Bonus if applicable will be detailed in your letter of employment and will be subject to the terms and conditions of your letter of employment.

A formal letter communicating your location (anywhere in India and can include Company's affiliate offices across India) and date of joining will be sent to you at a later period. We will endeavor to give you adequate notice so that you can make necessary arrangements and travel plan. At the time of joining, you are requested to submit the documents as per Annexure A. You shall be on the rolls of companies establishment at Bangalore and this offer shall be subject to jurisdiction of Bangalore, Karnataka. This is an offer of appointment. On your acceptance, a detailed formal letter of appointment will be issued to you at the time of joining.

The Company has filed an application before the National Company Law Tribunal ("NCLT") for amalgamation with its affiliate NTT DATA Information Processing Services Private Limited ("IPS") ("Merger") with IPS post-merger as the surviving entity. The matter is now pending for approval of the Scheme by the NCLT.

If the order of merger is received before your joining date, then all references to NTT DATA Global Delivery Services Private Limited in this letter will stand automatically amended to NTT DATA Information Processing Services Private Limited and the offer shall be deemed to be made by NTT DATA Information Processing Services Private Limited

Please note upon completion of merger you will be employed by the surviving entity viz., IPS and by signing this letter you have accepted and agreed to be bound by the terms and conditions of this trainee engagement letter and any other changes/amendments that may be required due to the merger.

Confidential

NTT DATA Global Delivery Services Private Limited Block 2, 2<sup>nd</sup> Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



#### Annexure A

At the time of joining, you are requested to bring the following documents in **Original** along with two copies of each. The original certificates are required for verification only and will be returned the same day. 1. Certificates & mark sheets supporting your educational qualifications:

- a. Xth Certificate and mark sheet
- b. XIIth Certificate and mark sheet
- c. Degree Certificate/Provisional Certificate and individual semester mark sheets, consolidated mark sheets, course completion certificate (for each graduation / post graduation)
- Three copies of your recent Passport size color photograph (white background)
- 3. Copy of NTT DATA Global Delivery Services Private Limited offer letter and completed pre-employment form
- 4. You are required to carry your passport at the time of joining

For any further clarification you can mail to <u>Campus.Connect@nttdata.com</u>.

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information, in such a case, you will be liable to be removed from the service without any notice.

#### Yours sincerely, FOR NTT DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED

—DocuSigned by: Urmimala Sarkar

2.

#### URMIMALA SARKAR ASSOCIATE DIRECTOR – TALENT ACQUISITION

We request you to please read and sign the enclosed copy of this letter and return it by <b>27-March-2021</b> to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

DocuSigned by:

Date: 27-March-2021

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NTT DATA Global Delivery Services Private Limited Block 2, 2<sup>nd</sup> Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



#### DECLARATION

I, Gagana K (Name of the Candidate) S/o, D/O, W/O\_\_\_Krishnappa D O\_\_\_\_, having permanent No.52,1st A cross, Vijaynagar, Bangalore, Karnataka\_\_\_\_\_ do hereby acknowledge, represent and confirm to NTT DATA Global Delivery Services Private Limited, (hereinafter referred to as "the Company", which expression shall unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors, affiliates, sister concerns and assigns) that my offer will be subject to:

1. My willingness to relocate to any of the any of the locations of the Company. I agree that the Company reserves the right to depute / transfer my services to any other location/ centres of the Company/ client location/ Group Company in consistence with the Company's business/ project requirement and interests. In case I fail to accept such deputation or transfer, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

2. My willingness to work in any of the shifts (i.e. either day or night shifts). I agree that the Company reserves the right to depute me to work in any of the shifts in consistence with the Company's business/ project requirement and interests. In case I refuse to work in any of the shifts as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

3. My willingness to work in any kind of technology/ project. I agree that the Company reserves the right to depute me to work on any kind of technology/ projects in consistence with the Company's business/ project requirement and interests. In case I refuse to work on any kind of technology/ projects as required by the Company, the Company at its sole discretion reserves the right to initiate appropriate actions in accordance with the Company policy.

I, do hereby verify and declare that the contents of this declaration are true and correct and given with my free will and consent, no part of it is false and nothing material has been concealed therein and I am solely responsible for its accuracy and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them.

DocuSigned by:

SIGNATURE: Compana. K NAME: Gagana K<sup>3FEACAA3CECE45B...</sup> DATE: 27-March-2021 PLACE: Bangalore



Offer: Computer Consultancy Ref: TCSL/CT20203082363/Bangalore Date: 09/01/2021

Ms. Gagana R #26G.Hosahalli, Near Govt School, Bangalore-560091, Karnataka. Tel# -

Dear Gagana R,

#### 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 &

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## TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

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

## **BOUQUET OF BENEFITS (BoB)**

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

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

#### 1. House Rent Allowance (HRA)

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

## 2. Leave Travel Allowance

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

#### 3. Food Card

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

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## TATA CONSULTANCY SERVICES



#### PERFORMANCE PAY

#### Monthly Performance Pay

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

#### **Quarterly Variable Allowance**

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

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

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

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

#### **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

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# TATA CONSULTANCY SERVICES



#### 1. Basic Cover

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

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

#### 2. Higher Hospitalisation

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

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

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

#### Maternity Leave

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

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

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

#### Loans

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

#### **Professional Memberships**

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

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## TATA CONSULTANCY SERVICES



## RETIRALS

#### **Provident Fund**

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

## Gratuity

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

## **TERMS AND CONDITIONS**

## 1. Aggregate Percentage Requirements

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

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

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

## 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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## TATA CONSULTANCY SERVICES



#### 3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

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

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

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

## 4. Working Hours

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

## 5. Mobility

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

#### 6. Compensation Structure / Salary components

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

## 7. Increments and Promotions

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

#### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

#### 9. Confidentiality Agreement

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

#### **10. Service Agreement**

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

## 11. Overseas International Assignment Agreement

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

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

#### 12. Terms and Conditions

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

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## 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

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including termination of traineeship/service without notice.

## **19. Submission of Documents**

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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# TATA CONSULTANCY SERVICES



\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

#### 20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

#### 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

## 23. Compliance to all clauses

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

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## TATA CONSULTANCY SERVICES



#### 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.

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#### 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 TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



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## TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Gagana R	
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.

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

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

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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#### Annexure 2

Ahmedabad	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 – 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	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services, Eth Floor, NEDE: House C.S. Road, Dianur Cumebati	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	KOLKATA
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	

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# TATA CONSULTANCY SERVICES

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.

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#### 2. Associate's Obligations

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

## 3. Intellectual Property Rights

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

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#### TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

## 5. Use of third party material

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

#### 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

#### 8. No License

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

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## TATA CONSULTANCY SERVICES



#### 9. Equitable Rights

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

#### 10. General

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

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

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

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

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## TATA CONSULTANCY SERVICES



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

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

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Offer: Computer Consultancy Ref: TCSL/CT20203082107/Bangalore Date: 09/01/2021

Mr. Gururaj R Pyati #13/1Sangameshwara Temple Road, Diggi, Shahapur-585287, Karnataka. Tel# 91-6360000146

Dear Gururaj R Pyati,

#### 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 &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

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

## **BOUQUET OF BENEFITS (BoB)**

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

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

#### 1. House Rent Allowance (HRA)

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

## 2. Leave Travel Allowance

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

#### 3. Food Card

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

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## TATA CONSULTANCY SERVICES



#### PERFORMANCE PAY

#### Monthly Performance Pay

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

#### **Quarterly Variable Allowance**

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

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

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

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

#### **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

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# TATA CONSULTANCY SERVICES



#### 1. Basic Cover

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

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

#### 2. Higher Hospitalisation

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

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

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

#### Maternity Leave

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

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

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

#### Loans

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

#### **Professional Memberships**

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

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## TATA CONSULTANCY SERVICES



## RETIRALS

#### **Provident Fund**

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

## Gratuity

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

## **TERMS AND CONDITIONS**

## 1. Aggregate Percentage Requirements

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

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

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

## 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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#### 3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

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

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

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

## 4. Working Hours

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

## 5. Mobility

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

#### 6. Compensation Structure / Salary components

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

#### 7. Increments and Promotions

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

#### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

#### 9. Confidentiality Agreement

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

#### **10. Service Agreement**

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

## 11. Overseas International Assignment Agreement

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

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

#### 12. Terms and Conditions

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

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## 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

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including termination of traineeship/service without notice.

## **19. Submission of Documents**

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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# TATA CONSULTANCY SERVICES



\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

#### 20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

#### 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

## 23. Compliance to all clauses

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

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## TATA CONSULTANCY SERVICES



#### 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.

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#### 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 TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



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## TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Gururaj R Pyati	
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.

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

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

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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#### Annexure 2

Ahmedabad	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 – 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	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services, Eth Floor, NEDE: House C.S. Road, Dianur Cumuchati	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	KOLKATA
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	

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# TATA CONSULTANCY SERVICES

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.

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# TATA CONSULTANCY SERVICES



#### 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.

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## TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

## 5. Use of third party material

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

#### 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

#### 8. No License

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

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## TATA CONSULTANCY SERVICES



#### 9. Equitable Rights

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

#### 10. General

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

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

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

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

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## TATA CONSULTANCY SERVICES



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

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 19



October 30, 2021

Τo,

Koushik J #70/1, 2nd cross, Mahadeshwara Layout, Doddabettahalli, Vidyaranyapura Post, Banglore, Pin Code – 560097

Dear Koushik J,

We are pleased to extend an offer of employment to join **Prodapt Solutions Private Limited**, herein referred as Prodapt, as **Associate Software Engineer** at our offices in Bangalore, India.

As previously discussed with you during the interview process, this position is primarily for your employment in India, and both domestic and international travel may be expected from you. Your initial place of employment will be Bangalore.

We would like you to start work on or about **November 01, 2021** or earlier, if at all possible, and your employment conditions are as follows:

- 1. Salary: Your starting salary and allowances will be at the rate of **INR 330000** per annum, as identified in Schedule A;
- 2. This offer is valid for a period of five (5) days from the date of this letter within which period of time you must accept the same, in writing. This offer is also conditional upon receipt of the documents listed below no later than the day your employment with the company commences.

Please note that you must present the original documents for verification purposes:

- a. Signed copy of the hiring letter and Employment Agreement
- b. Permanent Account Number (PAN) card or copy of PAN application
- c. Relieving certificate from your former employer
- d. Duly attested copy of birth certificate/school leaving certificate for verification of personal data OR duly attested photocopy of the relevant pages of your passport evidencing details such as date of birth, place of residence, photograph, etc.
- e. Duly attested copies of academic and professional certificates
- f. Eight (8) recent passport sized photographs
- g. Last pay slip drawn or compensation page from last employer
- h. Photocopies of passport

Prodapt Solutions Private Limited

Prince Infocity II, 4th Floor, No. 283/4, Rajiv Gandhi Salai (OMR), Kandanchavadi, Chennai - 600096 INDIA.

CIN: U30007TN1999PTC041798



# You <u>must</u> present a PAN card or a copy of PAN application in order to commence employment with Prodapt

Your acceptance of this letter requires that you begin employment within 2 days of acceptance. If for whatever reason you are unable to join within 2 days, you must contact the undersigned immediately to arrive at a mutually convenient date. Failure to accept the offer or failure to report to work in the stated or agreed timeline with the required documentation, as listed in item 2 above, will result in an automatic withdrawal of this offer and employment cannot commence unless changes to stated timeline are specifically approved by the undersigned.

Your employment is subject to the company rules, policies and regulations, which may be amended from time to time, at the sole discretion of Prodapt Solutions.

Prodapt's standard working week is 45 hours and will generally be between the hours of 9:15 am to 6:15 pm Monday to Friday, including 1 hour for lunch. As a professional, you will be expected to work the hours per week necessary for the successful conclusion of your assigned tasks and to meet all required deadlines.

Your individual compensation package is confidential between you and the company and should not be disclosed to any person or entity without the prior written consent of Prodapt.

Information relating to company secrets, inventions, Intellectual Capital, ideas, etc., is confidential and will be protected by you to safeguard Prodapt's business interests.

Your employment is conditional to your signing the detailed employment agreement that is attached with this offer letter. This consists of: Protection of company confidential information; non-compete and non-solicitation conditions; general terms and conditions relating to employment.

Any falsification of information you provide in your job application, or concealment of material facts, or disclosure of your employment terms to other employees either directly or indirectly shall result in immediate termination of your services.

Prodapt has the right to transfer your employment or services to any affiliate, group entity or any lawful transferee/assignee of Prodapt's business, subject to compliance with applicable laws.

Please notify Prodapt of your acceptance of the terms and conditions of this offer of employment as stated in the offer letter and employment agreement via email to your recruiter and the HR Team at <u>dl-oba@prodapt.com</u>.



On your first day of employment with us, you should also bring a signed copy of this letter and the employment agreement with you.

Prodapt is a rapidly growing organization and we seek to attract and retain the most talented professionals whose contributions will make a significant difference in our success. We look forward to working with you.

Yours sincerely,

DocuSigned by: Praduep Jumani -6E42F55BD43D44F...

Pradeep Jumani (e-sign) Assistant Vice President - Human Resources

For and on behalf of Prodapt Solutions Pvt Limited

I accept the offer of employment at Prodapt Solutions Private Ltd. on the terms and conditions described above.

Signature:	Date:
------------	-------

My proposed start date will be on: \_\_\_\_\_



#### Schedule A – Salary & Allowances

mployee's Name Koushik J				
Position	Associate Software Engineer			
Grade	Grade P1B1			
Components		Annualized Value	Monthly Value	
"A" Fixed				
Basic Pay		132,000	11,000	
House Rent Allowance		66,000	5,500	
"A" Sub-total - Fixed		198,000	16,500	
"B" Flexible				
Special Allowance		74,849	6,237	
"B" Sub-total Flexible		74,849	6,237	
"C" Retiral Bene	fits			
Provident Fund		21,600	1,800	
Gratuity		6,349	529	
"C" Sub-total - Retiral Benefits		27,949	2,329	
"D" Bonus				
Bonus*		22,702	1,892	
"D" Sub-total - Bonus		22,702	1,892	
"E" Annual Component				
Health Insurance		6,500	542	
"E" Sub-total – Annual Component		6,500	542	
Total Cost to Company: Total (A+B+C+D+E		330,000	27,500	

Note:

Special Allowance is a flexible component. Employee can reduce the special allowance to avail the tax benefit and get it as a re-imbursement for Expenses by producing the bills such as Telephone and Car Maintenance. Medical Insurance coverage will be eligible for your parents, spouse & two children.

Re-imbursement amount can be fixed with Finance Department.

No need to Produce bills for Lunch Coupons.



#### **EMPLOYMENT AGREEMENT**

AGREEMENT made this **October 30, 2021**, between, **Koushik J**, a citizen of India having place of residence in **Bangalore** ("Employee") and Prodapt Solutions Private Limited, a company incorporated in India ("Prodapt").

In consideration of Employee's employment or continued employment by Prodapt, Employee's wages or salary and other benefits in compensation of Employee's services, and the other mutual covenants and agreements contained herein, and in lieu of any prior agreement or correspondence, the Employee and Prodapt agree as follows:

#### 1. Employment

Employee agrees to use his best efforts and abilities to promote the interests of Prodapt. Subject to the terms and conditions of this agreement, Prodapt hereby agrees to employ Employee as further defined in this agreement. Except as provided in this agreement, Prodapt agrees to pay Employee's salary, at the rate agreed to from time to time, and to confer upon Employee PRODAPT's standard agreement.

PRODAPT has the right to transfer the employment or services of the Employee to any affiliate or group entity or any lawful transferee//assignee of PRODAPT's business, subject to compliance with applicable laws. However, the Employee does not have any right to seek employment in any affiliate or group entity of PRODAPT, on any ground whatsoever.

The Employee shall be entitled to such number and dates of mandatory holidays as are prescribed by PRODAPT from time to time.

#### 2. Probation Period:

Employee will be on probation for Six months, at the end of the probation period, Unless and until the organization comes back with an extension of the probation, Your services will be deemed to be confirmed. Also, during the probation period the company will be entitled to discontinue your services with immediate effect in case your performance is not found satisfactory.

#### 3. Inventions

As used herein, "Inventions" means discoveries, improvements and ideas (whether or not shown or described in writing or reduced to practice) and works of authorship, whether or not patentable or copyrightable or otherwise protectable under any law in India or in any other country, or in respect of which PRODAPT enjoys, is entitled to enjoy or may enjoy rights, and which is registered or unregistered, (i) which relate directly to the business of PRODAPT or any

other group or affiliate companies, (ii) which relate to the PRODAPT's actual or demonstrably anticipated research or development. This section does not apply to any invention developed by Employee prior to Employee's employment by PRODAPT, provided that such invention is listed and described in an exhibit attached to and made part of this agreement.

With respect to inventions made, authored or conceived by Employee, either solely or jointly with others, during Employee's employment, whether or not during normal working hours and whether or not at PRODAPT's premises, Employee acknowledges and agrees that the present agreement being a contract for service the Company owns all copyright and other rights thereto. Employee further agrees that it will (i) keep accurate, complete and timely records of such inventions, which records shall be PRODAPT's property and be retained on PRODAPT's premises; (ii) promptly and fully disclose and describe such inventions in writing to PRODAPT;



(iii) assign, and does hereby assign, copyrights, and applications therefore with respect to such inventions; and (iv) acknowledge and deliver promptly to PRODAPT (without charge to PRODAPT but at the expense of PRODAPT) such written instruments and so such other acts as may be necessary in the opinion of PRODAPT to obtain and preserve such property rights and to vest the entire right and title thereto in PRODAPT.

Employee will cooperate with PRODAPT in the execution of any documents which affect the assignment/transfer of inventions or rights thereto which may be required by PRODAPT clients or other third party, provided that such requirement is no broader than the requirements of Section 2 above.

#### 4. Confidential Information

During the term of Employee's employment by PRODAPT and any time thereafter, except in the course of performing Employee's employment duties for PRODAPT, the Employee will not use, disclose, reveal or report any confidential information of PRODAPT's past or current clients, or of other parties which have disclosed confidential or proprietary information to PRODAPT. As used herein, "confidential information" means information not generally known that is proprietary to PRODAPT, its clients or other parties, including but not limited to information about any clients, prospective clients, sales proposals, employees, processes, operations, products, services, organization, research, development, accounting, marketing, applications, selling, servicing, finance, business systems, computer systems, software systems and techniques. All information disclosed to Employee, or to which Employee obtains access, whether originated by Employee or by others, which Employee has reasonable basis to believe to be confidential information, or which is treated by PRODAPT or its clients or other parties as being confidential information, shall be presumed to be confidential information.

Employee will cooperate with PRODAPT in the execution of any personal confidentiality agreement, which may be required by a PRODAPT client or other third party, provided that such agreement is no broader in its provisions to the requirements of Section 3 above.

#### 5. <u>No Solicitation; Prohibition on Transacting Business</u>

As a material consideration for Company's entering into this Agreement, you agree that while you are employed by Company, and for a period of two years commencing on the termination of your employment for any reason whatsoever (or for no reason), neither you nor any person or entity controlled by you shall, directly or indirectly,

a) solicit or aid in the solicitation for employment or the provision of services (including but not limited to as an agent, contractor or consultant) any person employed by, or serving as an agent, contractor or consultant to, Company or its successors or assigns including, without limitation, individuals employed or serving as technicians, sales employees or in administration or management;

b) solicit or aid in the solicitation of any Customer of Company with whom you worked or had regular contact, or on whose account you worked at any time during the two years preceding the your termination;

c) solicit or aid in the solicitation of any individual or entity which you know or has reason to know was a Customer Prospect or Customer Suspect during the two years preceding the your termination; or

# Prodapt, Chase

d) transact business with a Customer either on your own behalf or on behalf of another person or entity other than the Company.

#### 6. Background Verification:

The Company reserves the right to conduct a background check of its employees, and your employment maybe conditioned on satisfactory results. The Employee hereby consents to the conducting of a background check by Company and/or Company's agents, customer and/or client to the full extent permitted by law during the term of employment. Such a background check may include, but shall not be limited to educational qualifications, previous employment records, contacting past employers, criminal records and conducting an identity check criminal record check, drug and/or alcohol screening, etc.

Employment under this Agreement is conditioned upon satisfactory verification of the above mentioned background checks.

The Employee agrees not to hold Company and/or its agent(s), customer(s) and/or client(s) liable for any claims in connection with such checking or testing or the reporting of the results thereof to Company.

#### 7. <u>Return of PRODAPT Property</u>

Upon termination of employment, the Employee shall return to PRODAPT all copies of any confidential information (whether in paper, electronic or any other form) and all hardware, software, books, documentation, files, keys, keycards, company credit cards, mobile phones, visiting cards, records, lists and any other information or property owned by PRODAPT within Employee's possession or control, including copies thereof.

#### 8. Injunctive Relief

In the event of a breach or threatened breach of Sections 2, 3, 4 or 5 by Employee, PRODAPT shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorney's fees and costs incurred by PRODAPT as a result of such breach. Nothing herein shall be construed as prohibiting PRODAPT from pursuing any other statutory or common law remedy available to it for such breach.

#### 9. <u>Term</u>

- 8.1 Employment under this agreement may be terminable by PRODAPT with a minimum of 90 days prior notice to Employee.
- 8.2 Employment under this agreement may be terminable by Employee with a minimum of 90 days prior notice to PRODAPT. This is also applicable for employees under probation.
- 8.3 For purposes of this agreement, cause means criminal activity, dishonesty, negligence, or breach of the Employee's fiduciary duties to PRODAPT, breach or non-observance of the terms of this agreement or failure to perform duties to the standards laid down by PRODAPT.



8.4 Absence of a continuous period of three (3) days without prior approval of your superior, including overstay of the leave/training, would be treated as abandonment of service.

Sections 2 through 8 of this agreement shall survive termination of employment.

#### 10. General Provisions

This agreement may be assigned by PRODAPT and shall inure to the benefit of PRODAPT's successors and assigns. If any term, provision, covenant or agreement hereof is held by a court to be invalid, void or unenforceable, the remainder of the terms hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall be governed by and construed in accordance with the laws of India and in the event of any dispute or difference, the courts at Chennai shall have exclusive jurisdiction. This agreement contains the entire contract between the parties. All prior agreements between the parties regarding such matters or Employee's employment are superseded hereby and terminated.

In witness whereof, the undersigned have executed this agreement as of

EMPLOYEE: Signature:

For PRODAPT:

Signature:

DocuSigned by: Praduep Jumani 6E42F55BD43D44F.

Pradeep Jumani (e-sign) Assistant Vice President - Human Resources For and on behalf of Prodapt Solutions Pvt Limited



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: 298699

## Letter of Intent ("LOI")

Dear L Vishwesh S Arya,

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 Lol, 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 Capgemini. 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

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# **ANNEXURE 1**

#### L Vishwesh S Arya 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



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: 272058

## Letter of Intent ("LOI")

Dear Mythri R,

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.

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Upon accepting this Lol, 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 Capgemini. 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**

# Mythri R 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



Offer: Computer Consultancy Ref: TCSL/CT20203306571/Bangalore Date: 09/01/2021

Mr. Nitin Ranjan #001, Shravanthi Gardens13th Main,17th Cross, Jp Nagar 5th Phase, Bengaluru-560078, Karnataka. Tel# 91-7014725167

Dear Nitin Ranjan,

#### 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/CT20203306571

## TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 1



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

# **COMPENSATION AND BENEFITS**

#### **BASIC SALARY**

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

## **BOUQUET OF BENEFITS (BoB)**

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

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

#### 1. House Rent Allowance (HRA)

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

## 2. Leave Travel Allowance

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

#### 3. Food Card

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

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## TATA CONSULTANCY SERVICES



#### PERFORMANCE PAY

#### Monthly Performance Pay

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

#### **Quarterly Variable Allowance**

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

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

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

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

#### **CITY ALLOWANCE**

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

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

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## TATA CONSULTANCY SERVICES



#### 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/CT20203306571

## TATA CONSULTANCY SERVICES



# RETIRALS

#### **Provident Fund**

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

## Gratuity

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

# **TERMS AND CONDITIONS**

## 1. Aggregate Percentage Requirements

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

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

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

## 2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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## TATA CONSULTANCY SERVICES



#### 3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

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

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

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

## 4. Working Hours

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

## 5. Mobility

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

#### 6. Compensation Structure / Salary components

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

#### 7. Increments and Promotions

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

#### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

#### 9. Confidentiality Agreement

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

#### **10. Service Agreement**

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

## 11. Overseas International Assignment Agreement

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

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

#### 12. Terms and Conditions

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

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## 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

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including termination of traineeship/service without notice.

# **19. Submission of Documents**

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

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

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

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# TATA CONSULTANCY SERVICES



\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

#### 20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

#### 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

## 23. Compliance to all clauses

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

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## TATA CONSULTANCY SERVICES



#### 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.

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#### Withdrawal of Offer

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

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

We look forward to having you in our global team

Yours Sincerely,

## For TATA Consultancy Services Limited

K Ganesan Global Head Talent Acquisition & AIP

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



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## TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Nitin Ranjan
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.

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

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

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

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

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#### Annexure 2

Ahmedabad	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	
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	

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# TATA CONSULTANCY SERVICES

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.

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# TATA CONSULTANCY SERVICES



#### 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.

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#### TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

## 5. Use of third party material

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

#### 6. Security policies and Guidelines.

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

## 7. Restriction on Associate's Rights

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

#### 8. No License

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

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# TATA CONSULTANCY SERVICES



### 9. Equitable Rights

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

### 10. General

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

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

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

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

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

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

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TATA CONSULTANCY SERVICES

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accenture

# Accelerate the career of your dreams



Name : Raghavendra Ashok Bhat

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

Dear Raghavendra Ashok Bhat,

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 7 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 Pre-joiner-Learning Module As part of providing our new joiners a unique learning experience, Accenture proposes a learning module Technology Fundamentals Online Learning program (Hereinafter" program"). We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
  - The training module of this program is typically made available to potential new joiners at least 45 days before onboarding to give them a reasonable time to learn at their pace and comfort. Details of which are as under:
    - Under the program, the learning modules hosted on a technology platform will prepare the potential new joiner to be code ready.
    - Post onboarding/joining Accenture, and after the Induction the potential new joiner will need to go through the Technology fundamental assessment (based on the pre on-boarding online learning program).
    - On successful completion of the program and clearance of the Technology fundamental

assessment in the first attempt along with completion of the online program module, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

- In case a potential new joiner fails in the first attempt they will not be eligible for any learning incentive.
- To clear assessments for the program, potential new joiners are required to score minimum 60% marks in each assessment test for the program. 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 65% marks to clear the assessment for the program.
- Before each reattempt, reasonable guidance and appropriate refresher training sessions will be provided to new joiners to help them appear in the reassessment.

The potential new joiner's employment with Accenture is subject to successful completion of the assessment of the program, as mentioned above.

After a new joiner has cleared the Pre-Joiner Program; they will need to undergo further Accenture stream specific trainings. For clearing these trainings also, Accenture provides three attempts with success criteria similar to one for the pre-joiner program as mentioned above. If potential new joiners are unable to complete the Accenture specific training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

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"



# 

HRD/3T/21-22/1002127522

Ms. Rashmi Baluragi Candidate ID: 1002127522 Mallamma Nagar Mudhol Mudhol- 587313 Mudhol India Ph: (91) 78999 45461

Dear Rashmi,

#### **SUB: LETTER OF INTENT TO HIRE**

**Congratulations!** Further to your application for Employment with Infosys Limited ('Company') and the subsequent selection process, we are delighted to communicate to you our intent to make you an offer for the position of **Systems Engineer** in Job Level 3 with the company. Your DoJ is **September 6, 2021** and you will receive the Letter of Appointment with all the elaborates soon.

This letter of intent would be superseded by a formal employment contract. The employment contract will detail out the scope, terms and conditions of your employment with the company, break up of your salary, proposed location of posting, date of joining etc.

Please be advised that our offer to you will be conditional upon you having successfully completed your graduation / post-graduation qualification and having completed all course requirements and examinations required for the award of the educational qualification mentioned by you in your application for employment with the Company. You are required to submit all marks sheets and other relevant documents (if any), on the day you join the Company. Further, you should have been declared as passed by the relevant examination authority. Please note that the determination of the adequacy or authenticity of all or any of the proofs and any condoning delay in submission of the same will be at the Company's absolute and sole discretion.

Should you meet the conditions of employment, your **Total Gross Salary** includes a Performance Incentive and will be **INR 360000** per annum. The complete breakdown of the compensation and increment will be provided in the Letter of Appointment.

This is a letter of intent only. It is not intended to be, and shall not constitute in any way a binding or legal agreement, or impose any legal obligation or duty on either you or the Company. Should you have any questions regarding the above, please do not hesitate to write to us at offer\_update@infosys.com.

Welcome to Infosys Ltd. We are confident you will be able to make a significant contribution to the success of Infosys Limited. We wish you a long, rewarding and fulfilling career and look forward to working with you.

Yours sincerely,

RICHARD LOBO EVP and Head Human Resources – Infosys Limited

July 27, 2021

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.hcltech.com

#### **OFFER & APPOINTMENT LETTER**

Offer Release Date: August 1, 2021

Dear Sanjana R, #415,4th Main,4th Cross , Vijayananda nagar, Nandini layout,, Bangalore, Karnataka, India, 560096

#### Dear Sanjana R, service

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 band 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 August 5, 2021 at 9:00 A.M at the following address 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 3,50,000 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 <u>Annexure II</u>.

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.



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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.

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.

Yours truly, For HCL Technologies Ltd.

Amrita Das

Vice President, Head-Global Rewards

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Annexure 1		
COMP	ENSATION PLAN	
Name	 Sanjana R	
Band	E1	
Designation	Software Engineer	
City	Bangalore	
-	Components (in INR)	
Basic Salary	15,069	
House Rent Allowance	7,523	
Advance Statutory Bonus	-	
Food Wallet	_	
Holiday Allowance	-	
Flexi Basket*	-	
Compensatory Allowance	0	
TOTAL: Monthly	22,592	
TOTAL: Monthly Components : Annualized	271,107	
/ I		
Retirals & C	Other Benefits (in INR)	
Provident Fund	21,699	
Medical Insurance Premium/ESIC	10,000	
Gratuity	8,694	
TOTAL : Retirals	40,393	
Variable C	Components (in INR)	
Performance Bonus (in Rs.)	21,000	
Engagement PB (paid monthly) @ 100%	17 500	
achievement levels	17,500	
TOTAL: Variable Components	38,500	
COST TO COMPANY	3,50,000	
Flexi Basket Details	Max Sub limits (p.a.)	
Fuel Reimbursement and Car Maintenance		
Charges	-	
Leave Travel Assistance / Allowance	-	
Car Lease Rental	-	

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#### **TOTAL : Annual Flexi Basket**

Employee has an option of availing all, some or none of the Flexi Basket across various components as per annual limits and entitlements mentioned in the CTC sheet. Based on the individual declaration and actual reimbursements, any unclaimed amount will be paid as taxable to the individual

Insurance & Medical Benefits (in INR)	Max Sub limits (p.a.)
Hospitalization cost reimbursement limit	360,000
Term life Insurance Cover	2,000,000
Disability cover due to accident (upto)	1,800,000

NOTE:

1. Flexi Basket is only applicable in E2+ employees

2. All salary components are governed by the company policies and statutory guidelines.

3. This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager and/or your HR Manager.

4. Any personal tax liability arising out of compensation will be borne solely by the employee.

5. Gratuity to be payable as per act

### ANNEXURE II

#### Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

### **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

### 1. Location

As you are aware that HCL is coming up with IT/ITES SEZ Operating Units in some cities; till the time SEZ campus becomes operational, you may be assigned to another facility in the city of posting - Bangalore.

### 2. Medical Check up

Your employment is subject to you being declared medically fit by the company doctor.

### 3. HCLT Training Program:

Training (classroom/on the job) sessions will be conducted after your joining.

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The training period may be either extended or may be deemed completed earlier, at the discretion of the Management. You shall continue to be under probation, unless specifically confirmed in writing.

#### 4. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 12months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

### 5. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **90 days'** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 90 days' notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

### 6. Agreements

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

### 7. Background and Reference Check

- The company will undertake the background verification / validation process of employees in terms of
  education, previous employment(s), criminal verification, database and web searches, address verification,
  claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as
  and when required. You would be required to submit photocopies of documents detailed in Annexure III to
  facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection.
   In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

#### 8. Working Hours

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You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

### 9. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

### 10. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

#### 11. Retirement

You will retire from service on attaining superannuation at the age of 55 years.

### 12. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

### **13.** Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

### 14. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.

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Signature of Employee:

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e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

#### 15. Other Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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

#### Annexure III

L	IST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV
	(BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for
T	courses completed in the last 6 months from the current date
2 Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agree	
Z	Lease agreement etc.
3 Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID	
5	Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additio	nal documents (To be submitted on request – Only if required)
1.	Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
2.	Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form
	16, If company is active, employer's active address.
	Things to Remember
	<b><u>1.</u></b> The information provided in Resume and background verification form must be same.

2. Information provided in background verification form must be accurate.

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- **<u>3.</u>** Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- **<u>4.</u>** Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 <sup>th</sup> Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right
  information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal
  Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.
- All storage Media Devices e.g. laptop, Pen Drives etc. are not allowed inside the campus.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

### Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address

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Signature of Employee:

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1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number 1, HCL		
		Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)		
		Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate		
		number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)		
2	2 CHENNAI HCL Technologies Ltd, Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Sh			
		Village, Shollinganallur-Medavakkm High Road, Chennai-600119		
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani		
		Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106		
4	KOLKATA	HCL Technologies Ltd, Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091		
5	5 HYDERABAD HCL Technologies Ltd, Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2, Hit			
Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081		Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081		
		HCL Technologies Ltd, Blue Bell, Tower-7, Level- Upper Ground Floor, Wing (A&B), Magarpatta,		
Sez, Pune-411013		Sez, Pune-411013		
7 MUMBAI HCL Comnet Ltd, Arena Tower, Ground Floor, Road No 12, Midc, Andheri East		HCL Comnet Ltd, Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch		
		Hotel, Mumbai-400093		
8 LUCKNOW HCL Technologies Ltd, HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack G		HCL Technologies Ltd, HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms,		
		Sultanpur Road, Lucknow, Uttar Pradesh-226002		
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3,		
		1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-		
		625020		
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur		
11	Coimbatore	State Street Hcl Services   Human Resources   Module - 201, 202, 203, 204 And 206 – 2Nd Floor,		
		Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526		
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers, Third		
		Floor, Kesarapalli, Gannavaram, Krishna District 521102		

#### **ANNEXURE IV**

#### **EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS**

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- Basic Salary
- Monthly Allowances
- 🔸 🛛 Variable Pay
- 🖶 🛛 Retirals & Insurances Benefit

### Disclaimer:

Your individual compensation structure may not necessarily have all the components as applicable to the respective Band.



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The details for each component falling under these heads are explained as following:

### **BASIC SALARY**

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

### MONTHLY ALLOWANCES

- House Rent Allowance (HRA): The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- Food Wallet: Food Wallet is a voluntary benefit and is applicable for payments related to food and nonalcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- Holiday Allowance: Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.
- Advance Statutory Bonus: Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

### VARIABLE PAY

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

### Performance Bonus (PB):

Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per Performance review and Reward cycle.

**Engagement Performance Bonus (EPB):** Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

### **RETIRALS & INSURANCES BENEFIT**

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Signature of Employee:

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You and your dependents will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
- By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
- The premium payable depends on the dependants declared.
- The hospitalization coverage limit will be same as defined in compensation structure.
- Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
- You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

\*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

• Employer's contribution to Provident Fund: As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

\*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- Disability Insurance: You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount

HCLT Confidential

Signature of Employee:

Corporate Identification Number: L74140DL1991PLC046369

B-39, Sector 1, NOIDA 201 301, UP, India.

T: +91 120 4024700, 3337000 F: +91 120 2425833

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

www.hcltech.com

#### www.hcl.com

mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

#### **Disclaimer**

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice. Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: #415,4th Main,4th Cross , Vijayananda nagar, Nandini layout,, Bangalore, Karnataka, India, 560096 Email ID: sanjanaraj6699@gmail.com Telephone Number: 7090364446



#### Offer: Computer Consultancy Ref: TCSL/CT20203313405/Bangalore Date: 30/10/2020

Mr. Sarthak Khandelwal Dahi Wali GaliLaxman Mandir, Dahi Vali Gali, Tambacu Valo Ka, Laxman Mandir, Bharatpur-321001, Rajasthan. Tel# 91-8239335956

Dear Sarthak Khandelwal,

#### Sub: Letter of Offer

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

You have been selected for the position of Systems Engineer in Grade C1. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR 7,00,022/- 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 & CtiVal Conditions). You will also be issued a letter of appointment at the time of your joining after to Se

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Offer: Computer Consultancy Ref: TCSL/CT20203300564/Bangalore Date: 09/01/2021

Mr. Sathyendra H R #6/364th Main, 9th Cross, Chamrajpet, Bangalore-560018, Karnataka. Tel# -

Dear Sathyendra HR,

### Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

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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: 297293

# Letter of Intent ("LOI")

Dear Shamita J,

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 Lol, 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 Capgemini. 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**

# Shamita J 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



Offer: Computer Consultancy Ref: TCSL/CT20203087870/Bangalore Date: 30/10/2020

Mr. Shubham Kumar Near Subhash ChowkGt Road, Near Subhash Chowk, Dhanbad-828109, Jharkhand. Tel# -

Dear Shubham Kumar,

# Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

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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 INR 15,000/- 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 INR **7,500/-** 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 INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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### 4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

# PERFORMANCE PAY

# **Monthly Performance Pay**

You will receive a monthly performance pay of INR **4,200/-**. 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.

### **Performance Bonus**

Your Performance Bonus will be INR **3,200/-** 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.

Performance Bonus 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 Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

### CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

### **RETENTION INCENTIVE**

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

# **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.

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### OTHER BENEFITS

### **Health Insurance Scheme**

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

HIS offers the following benefits:

### 1. Basic Cover

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

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# 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.

# 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

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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.

# 3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

# 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 to 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 probation 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 offer as an employee with TCS you are required to

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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 your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

# 10. 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.

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. 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.

# **11. 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.

# 12. 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

### **13.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.

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

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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.

# 14. 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.

# 15. 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.

# 16. 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.

# 17. 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 probation/service without notice.

# **18. 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

# **TCS Confidential**

TCSL/CT20203087870

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- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

# 19. 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.

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# TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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. 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.

# 21. 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.

# 22. 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.

# 23. 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.

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(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.

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### Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 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



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#### **GROSS SALARY SHEET**

Annexure 1

Name	Shubham Kumar
Designation Systems Engineer	
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	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,200	50,400
Performance Bonus*	3,200	38,400
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis.

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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### 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 – 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	
TCS XP HR Lead	Hyderabad TCS XP HR Lead
Tata Consultancy Services, Eth Floor, NEDE: House C.S. Road, Dianur Cumebati	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	KOLKATA
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	

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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.

### TATA CONSULTANCY SERVICES



### 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.

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### TATA CONSULTANCY SERVICES



### 4. Prior knowledge

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

### 5. Use of third party material

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

### 6. Security policies and Guidelines.

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

### 7. Restriction on Associate's Rights

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

### 8. No License

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

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### TATA CONSULTANCY SERVICES



### 9. Equitable Rights

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

### 10. General

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

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

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

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

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### TATA CONSULTANCY SERVICES



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

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

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Comviva Technologies Limited Regd. Office Capital Cyberspace Sector 59 Golf Course Extension Road Gurugram-122102, Haryana India

Tel: + 91 124 481 9000 Fax: + 91 124 481 9777 CIN: U72200HR1999PLC041214

comviva.com info@comviva.com

Appointment Letter

Date: May 28, 2021

To,

Somesh Dhariwal Dr. Ambedkar Institute Of Technology

Dear Somesh,

We are pleased to offer you the position of Engineer Trainee at Comviva Technologies Limited. The details of your offer are enclosed herewith.

We look forward to your association and contributions towards helping Comviva enrich lives of over a billion people with mobile solutions beyond VAS.

With best wishes and regards,

Vaishnavi Shukla Director - Human Resources Date: May 28, 2021

Enclosure: Appointment Letter



COMVIVA CONFIDENTIAL

Comviva Technologies Limited Regd. Office Capital Cyberspace Sector 59 Golf Course Extension Road Gurugram-122102, Haryana India

Tel: + 91 124 481 9000 Fax: + 91 124 481 9777 CIN: U72200HR1999PLC041214

comviva.com info@comviva.com

COM/HR/OFFER/2021/1557

Date: May 28, 2021

Somesh Dhariwal Dr. Ambedkar Institute Of Technology

Appointment Letter

Dear Somesh,

With reference to your application for employment and subsequent interview/discussions, we are pleased to offer you employment with Comviva Technologies Limited on the below terms and conditions.

### Date and Place of Posting

You will be required to join Comviva on or before September 21, 2021. You shall be initially posted at our office located at 8th Floor, Capital Cyberscape, Sector 59, Golf Course Extension Road, 122102.

Designation You will be designated as Engineer Trainee.

Salary & Benefits Your Total Compensation (TC) will be INR 375000/- (Rupees Three Lakh Seventy Five Thousand Only) per annum. Please refer Annexure A for details.

Job Responsibilities

Your will be expected to perform as per the duties that may be assigned to you from time by authorized representatives of the Company.

**Medical Fitness** 

By accepting this appointment letter, you automatically declare that your existing health condition or medical history does not in any manner deem you unfit for the nature work for which you are being offered this employment.

In the event of any deviation to the same, the Company will reserve the right to terminate your services. The Company also reserves the right to ask you to undergo any medical test, as may be deemed necessary from time to time.

Somesh Dhariwal – Read, Understood & Accepted



COMVIVA CONFIDENTIAL

### Transferability & Travel

Your services can be transferred/deputed from one job to another, one shift to another, from one department to another, from one Company to another subsidiary or Sister Company in the Group anywhere in India and abroad, whether existing or likely to come in existence, at any time in future.

You will be exclusively governed by the policies and processes applicable to Comviva Technologies Limited. In case your services are transferred to a new establishment, you will be automatically governed by the rules, regulations, terms & conditions of service which are applicable to the new establishment.

During the course of business you would be required to undertake business travel. You will be required to undertake travel within the country or abroad on company work and you will be paid travel expenses for this as per the Travel Policy applicable to Comviva Technologies Limited.

### Hours of Work

Your working hours will be governed by applicable law and the policies applicable to Comviva Technologies Limited. The Company reserves the sole discretion to revise the same from time to time. You will be governed by the working hours and holidays applicable based on your place of work, role and on-going business requirements. Depending on business needs, you will be required to work in rotating shifts – the same will be communicated to you in advance through the authorized representatives of the Company.

### Leave

You will be entitled to paid leave as per the existing policy applicable to Comviva Technologies Limited. All leave shall require prior approval of the authorized person. But in case you have to take a leave under unforeseen circumstances, for which prior approval was not possible; immediate information through e-mail or telephone will be required to be sent to the sanctioning authority. In case you fail to do so, management will have the right to take appropriate disciplinary action.

### Provident Fund & Gratuity

You will be eligible for Provident Fund and Gratuity upon commencement of your employment with Comviva Technologies Limited.

Both you and the Company shall make contributions in accordance with the provisions of the Employee Provident Fund and Miscellaneous Provisions Act 1952, if applicable.

You would be entitled to gratuity benefits after completion of five years of continuous employment in accordance with the Payment of Gratuity Act 1972. All other terms and conditions would also be as per the provisions of the Payment of Gratuity Act.

### Retirement

You will automatically retire from the services of the Company on attaining the age of 58 years, or earlier, for physical or mental disability or infirmity or in case of your contracting a disease which is infectious or contagious and detrimental to others health or for continued ill-health, duly certified by the Registered Medical Practitioner as prescribed by the Company.

### Relinquishing Service

In case you absent yourself from duty for seven (7) consecutive calendar days or more without prior permission/ sanction; you shall be deemed to have left and relinquished the service on your own and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you. The Company reserves the right to take disciplinary action as deemed necessary.

Somesh Dhariwal - Read, Understood & Accepted



COMVIVA CONFIDENTIAL

### Separation

The employment can be terminated by giving three month's formal notice by either side or salary (defined as basic plus FEP) in lieu of. This will be subject to complete and formal handover of all assignments, proper transitioning & knowledge transfer, submission of company documents/classified information (if any), successful completion of all on-going activities and formal relieving as per company's guidelines.

Incomplete process compliance to the same has a likely negative business consequence, and adversely impacts internal planning, opportunity cost and on many occasions affects customer deliveries and business image. In such situations, Company reserves the right to initiate strictest disciplinary/legal action if required.

In an event of breach of trust, confidentiality, willful misconduct or gross negligence on your part or any other bonafide reason; the company may terminate your services with immediate effect; without any notice, or compensation in lieu thereof.

### Тах

The Company will make income tax deductions, as per the applicable taxation rules. All requirements under taxation laws, including filing of income tax returns regarding your remuneration, are and shall remain your responsibility and will have to be borne by you. The Total Compensation is inclusive of any incidence of fringe benefit tax, terms of which will be defined by the Company, if need be.

Intellectual Property Rights, Non-Disclosure Agreement, Confidential Agreement and Other General Terms of Employment You will be subjected to Comviva Technologies Limited policies in respect to Intellectual Property Rights including the ownership and assignment in favor of Company; Non-Disclosure of Confidential Information and other General terms of employment. On the date of your joining, you will be required to sign undertakings applicable to Intellectual Property Rights, Non-Disclosure of Confidential Information Agreement, Code of Conduct, Data Security and Information Security.

You also understand that your obligations under these clauses shall survive termination of this Agreement for any reasons whatsoever, and continue to be binding after the termination of this Agreement.

You will be governed by the policies and processes as may be applicable to Comviva Technologies Limited from time to time. You will be expected to keep yourself apprised of any changes in the applicable policies and process. You will be expected to undergo refresher programs as per the frequency defined by the Company or on an ad-hoc basis, as the case may be. Ignorance shall not be pleaded as an excuse for violation of all or any part of the same.

### Non-Solicitation of Employees and Clients

The Employee agrees that during the term of his employment with Comviva and for a period of two (2) years thereafter immediately following the termination of his employment with Comviva for any reason, whether with or without cause, he shall not:

- 1. Directly or indirectly solicit, induce, recruit or encourage any of the employees of Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva, to leave their employment, or join any other employment or undertake any other activity other than their employment with Comviva, its subsidiaries, affiliates or any shareholders of Comviva that holds more than 10% shareholding in Comviva respectively
- 2. Take away any clients or customers of Comviva, its subsidiaries or affiliates or attempt to solicit, induce, recruit, encourage or take away clients or customers of Comviva, its subsidiaries or affiliates, either for yourself or for any other entity
- 3. Take away or attempt to solicit, induce or encourage any prospective clients or customers or business opportunities (of

Comviva or its subsidiaries or affiliates) that the Employee became aware of, during the course of his employment with Comviva

Any questions in this regard, shall be determined by Comviva at its sole discretion. The Employee hereby agrees that the decision of Comviva in this regard shall be final and binding on him.

Somesh Dhariwal – Read, Understood & Accepted



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### Other Details

Your appointment is based on your representation regarding your qualification and experience during your interview, which the Company has relied upon. The Company reserves the right to conduct your reference, background check, criminal verification, drug check, etc. at any point before or after your formal joining with the Company. You also authorize the Company to use your personal and official details for any internal purposes as required by the Company to meet its reasonable and fair business needs.

In case of any violation of Company norms/policies, and, or any discrepancy in the statement of facts, the Company reserves the right to take disciplinary action against you, including termination of services.

Please note that the Company will not be liable to honor any commitments made including but not limited to future salary increases and/or promotion to any new or existing employee by anybody in the Company or externally, either formally or informally, unless the same is confirmed by an authorized signatory of the Company in writing. An authorized signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the Human Resources hierarchy in the Company. Any such written commitments given, if any, will need to be issued as a separate addendum on the Company letterhead for such a commitment to be treated as valid.

### Declaration

You understand that your appointment will be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your personal data form. In case it comes to the notice of the management that the particulars given in your application are wrong, your appointment shall be deemed automatically cancelled irrespective of whether you have joined the Company or you are likely to join the services of the Company. In case you have joined the Company, you shall be liable to be discharged from the service forthwith.

This offer of appointment shall be effective from the date you join your duties at Comviva Technologies Limited.

### Joining Details

On the date of joining, please report to Ms. Rakhi Sharma in HR department at 9.00 AM, at our Gurgaon Office, 8th Floor, Capital Cyberscape, Sector 59, Golf Course Extension Road, 122102.

You are requested to carry the following documents in original and one photocopy at the time of joining. Originals are meant for verification only and the photocopy for Company's records.

- Graduation, Post Graduation and other Certificate & mark sheets
- ERelieving Letter/Experience Certificate and Salary slip from last two (2) employers
- Four (4) passport size photographs
- PAN Card copy
- Passport copy

In the absence of any of the above documents, your joining will be deferred till the date on which all these documents are submitted.

### Validity of Appointment Letter

You are required to provide acceptance of this appointment letter, in writing within three (3) days of receipt of this document. If you fail to provide your acceptance and/or do not join within the stipulated time, this appointment letter shall stand automatically withdrawn.

Somesh Dhariwal - Read, Understood & Accepted



COMVIVA CONFIDENTIAL

The company will not be liable to honour any commitment made including but not limited to future salary increases and/or promotion to any new joinee or existing employee by anybody in the organization or externally, either formally or informally, unless the same is confirmed by an authorised signatory of the Company in writing. An authorised signatory here would mean either someone who has signed this offer letter or someone higher than the signatory in the HR hierarchy in the company. Any such written commitments given, if any, will need to be issued as a separate addendum on the company letterhead for such a commitment to be treated as valid.

Please sign the duplicate copy of the appointment letter as token of your acceptance.

Thanking you,

Yours truly,

For Comviva Technologies Limited

Vaishnavi Shukla Director - Human Resources Date: May 28, 2021

I, Mr. Somesh Dhariwal, have read the terms and conditions of my appointment as mentioned above. I understand and accept the same without any reservation.

Name Somesh Dhariwal

Signature Somesh Dhariwal

Date May 31, 2021

Place Bangalore

ore

Somesh Dhariwal – Read, Understood & Accepted



COMVIVA CONFIDENTIAL Compensation Structure Somesh Dhariwal Designation: Engineer Trainee

### Annexure A

Components of Emoluments Monthly Value (	INR) Annual Value (INR) Basic Pa	<sup>ay</sup> <u>9,375 112,500</u>
Flexible Pay <u>12.749 152.989</u>		
Variable Pay* 37,500 Monthly Bonus^ 37	50 45000 Provident Fund (Emp	oloyer's Contribution)
1.800 21.600 Gratuity 5,411		
Total Compensation (TC)***		375,000

### **Insurance Benefits**

- Life Insurance Coverage Comviva Technologies Limited provides a very attractive Life Insurance Program to all its India based employees (for self only). As per the current policy, you will be covered for an amount of INR 250000/-(Rupees Twenty Five Lakhs only). Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.
- 2. Medical Insurance Coverage (Self, Spouse and Children) You will be covered under a comprehensive medical insurance coverage as provided by the Company to its India based employees. This program will cover the employee, spouse and up to two dependent children. As per the current policy, you & your dependents will be covered for an amount of INR 400000/- (Rupees Four Lakhs only) the cost of this default coverage is completely borne by the Company. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

- 3. Medical Insurance Coverage (Parents) Medical costs have significantly increased and the Company believes that a corporate medical insurance program offers significantly higher benefits at a significantly competitive cost, when compared to an individual insurance policy. Hence, all India based employees are expected to mandatorily cover their parents under the Company's Medical Insurance Program applicable for Parents. As per the current policy, your parents will be covered for a default amount of INR 200000/- (Rupees Two Lakhs only). The Company bears a portion of the applicable premium, while the remaining premium will have to be borne by the employee Company's contribution towards insurance of parents increases with tenure of the employee. The current program also allows an employee to increase the default coverage by an up to INR 600000/- (Rupees Six Lakhs only) by paying a nominal differential premium. Please note the insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.
- 4. Personal Accident Insurance You will also be eligible for coverage under a personal accident insurance program. Under this program, you will be covered for an amount of INR 3000000 (Rupees Thirty Lakhs only). Please note the

Somesh Dhariwal – Read, Understood & Accepted



COMVIVA CONFIDENTIAL

insurance coverage and other conditions of this policy will vary from time to time and can be changed by the Company at its sole discretion.

\* Variable Pay [Performance Linked Incentive (PLI)] – PLI is subject to the terms and conditions of the Performance Linked Incentive (PLI) program applicable for the year. Payments under the PLI program are primarily based on the Company performance. Employees who join in middle of the year are eligible for pro-rated payments. Payable amount will be pro-rated for unpaid leave, if any.

The PLI incentive includes any assured statutory bonus, if applicable, which becomes payable under relevant statute for Payment of Bonus Act. Additional details will be as per the Performance Linked Incentive (PLI) program of the Company. In the event of a conflict in interpretations and terms; the PLI program applicable for the corresponding year will supersede anything mentioned in this letter.

^ Monthly Bonus - Paid out on monthly basis.

\*\*\* ESIC – Basis the eligibility criteria for your coverage under ESIC and in line with the statutory requirements and amendments thereto from time to time, your salary will be subjected to necessary deductions towards employee's contribution to ESIC. The company will make the necessary employer's contribution accordingly.

I, Mr. Somesh Dhariwal, have read the terms and conditions mentioned in Annexure A. I understand and accept the same without any reservation.

Name Somesh Dhariwal

Signature Somesh Dhariwal

Date May 31, 2021

Place Bangalore

### COMVIVA CONFIDENTIAL



### LETTER OF INTENT

### Dear Sushma G

Dated: 16<sup>th</sup> September 2020

birlasoft

Congratulations! Subsequent to your interview and discussions with us, we are pleased to offer you appointment as **Trainee Engineer** with **Birlasoft Ltd**.

### **GENERAL TERMS AND CONDITIONS:**

- Your CTC would be INR 3.60 lakh per annum.
- On joining you would be required to sign a Service Agreement which is applicable to you for period of 2 years commencing from your date of joining. Additionally, you may be required to execute a service agreement of an appropriate value depending on your salary.
- Joining location and Date of joining would be communicated very soon.
- You may also be eligible for an Internship for a mentioned based on project requirements which are dynamic in nature.

Based on the acceptance of this letter, a detailed appointment letter with the terms and conditions will be issued to you on the day of joining. Kindly note that the above terms are subject to change at the sole discretion of Company.

Your joining is subject to the satisfactory verification of the documents and details mentioned in your application form and/or any information furnished at the time of interview, in addition to have fulfilled the eligibility criteria. Deviation in any of this, would result in cancellation of your selection in the organization.

We look forward to having a long and fruitful relationship with you at Birlasoft Ltd., wish you all the best!

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Yours sincerely,

Raihan Shahzada Assistant Vice President- Talent Acquisition For Birlasoft (India) Limited

Birlasoft.com

## Cognizant



22-Mar-2021

**Dear Amith V Hiremath,** B.Tech/B.E., Information Science Engineering Dr. Ambedkar Institute of Technology, Bengaluru

### Candidate ID - 15564149

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Programmer Analyst Trainee

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-.** This includes an annual target incentive of INR **22,500** *I*- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR Rs.450,740/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.



### 3.1 Cognizant Internship:

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program:

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal onthe-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) completion qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <a href="https://campus2Cognizant.cognizant.cognizant.cog">https://campus2Cognizant.cogn

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar Vice President – Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature:

Date:



### **Compensation and Benefits**

N	Name:         Amith V Hiremath         Designation:         Programmer Analyst           Trainee         Trainee			
SI. No.	Description		Monthly	Yearly
1	Basic		10500	126,000
2	HRA*		6300	75,600
3	Conveyance Allowance*		800	9,600
4	Medical Allowance*		1250	15,000
5	Company's contribution of PF #		1800	21,600
6	Advance Statutory Bonus***		2000	24,000
7	Special Allowance*		7349	88,188
	Annual Gross Compensation			359,988
	Incentive Indication (per annum)**			22,500
	Annual Total Compensation			382,488
	Company's contribution towards benefits (Medical, and Life Insurance)	Accident		19,500
	Annual Total Remuneration			401,988

As an associate you are also entitled to the following additional benefits:

• Floating Medical Insurance Coverage

- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010

• Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

### Leave & Vacation:

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

• From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



### Provident Fund Wages:

• For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".

• Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

### **Employees State Insurance:**

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.

• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.

• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits

- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

# 2016-2020



### TCS Xplore FY20 Proctored Assessment 10 Feb 2020

TCS Reference ID	CT20192661240
Name	ANMOL
Date of Test	10th February 2020
Reporting Time	08:00 AM
Test Timing	09:00 AM to 11:00 AM
Venue	iON Digital Zone iDZ KR Puram Cambridge Institute of Technology, T C Palya, KR Puram, Basavanapura Main Road, Gayathri Layout,Krishnarajapuram, Bengaluru, Karnataka, India - 560036

### **IMPORTANT INSTRUCTIONS**

### TCS Eligibility Criteria:

- You should be in possession of a valid TCS offer at the time of appearing for this exam.
- You are undergoing TCS Xplore 1 Training program

### Important Points to Note:

- It is mandatory to carry the below mentioned documents with you on the day of the test:
  - Hard copy of your Hall Ticket.
  - Your photo identity proof in original for verification (PAN Card / Driving License / Passport / Voter ID / Aadhar Card).
  - In case you do not have any of the mentioned Photo ID proofs, it is mandatory to carry Photo Identity proof issued and attested by a Gazette Officer on official letter head.

# You will not be permitted to appear for the test if you fail to carry the TCS Hall Ticket and any of the above mentioned documents.

- Stationery: You are permitted to carry only pens and pencils. Please carry your own stationery as borrowing of these items from others will not be allowed. Rough sheets will be provided by TCS at the venue.
- Banned Items: Bags, books, mobile phones and other electronic devices are strictly prohibited in the examination hall. The examination center will not be responsible for safekeeping of these items.
- Unfair Means: Adoption of any unfair means at the examination hall will result in disqualification from the TCS Selection Process.

I hereby certify that I meet the TCS Eligibility Criteria and the information furnished by me in the TCS Registration/Application Form is factually correct and subject to verification by TCS.



\* Personal and Confidential \* Ms. Deepa S Chinthamani,Chikkaballapur, Karnataka, 563125

Hosur Road, Koramangala, Bangalore - 560 095, India. Tel: +91 80 6657 5757 Fax, +91 80 6657 1404 CIN: U72400KA1997PTC023164 www.bosch-india-software.com

Robert Bosch Engineering

and Business Solutions Private Limited,

123 industrial Layout,

### Our reference: TN/32117/2021

### Dear Ms. Deepa S,

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 RBEI in "**Level 50**" as detailed below.

#### 1. Compensation

- a. 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.



Date: 24-Jun-2021



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

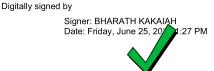
Each employee at Bosch is committed to ensure integrity in all aspects of their functioning. You are expected to comply with the policies as listed in the code of Business Conduct of the company as they form an integral part of the terms of your employment with Bosch. You are required to read and agree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

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM





- 5.3. This employment offer is made based on the information given by you in the RBEI 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 RBEI and / or undertake a business that is in competition with RBEI. 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**" 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.

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM



Digitally signed by





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.

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM

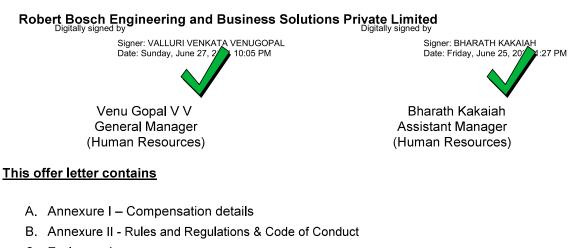


Digitally signed by





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.



- C. Enclosure A
  - 1) Mandatory documents for onboarding process
  - 2) Information for your reporting
  - 3) Medical certificates

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on \_\_\_\_\_

Deepa S

05/07/2021

Name

Signature

Date



			Annexure I
	Personal and Confidentia		
			24-Jun-2021
	Compensation and Benefits I	Plan	24-5011-2021
Name:	Ms. Deepa S		
Qualification:	B.E.		
Designation:	Associate Software Engineer		
Level:	50		
Levei:		Den Maruth	
	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components		-	
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA, Conv	veyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
	Gross Salary	35,586	4,27,038
Retirals / Statutory Co	ntribution		•
Company Contribution to	owards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic Sala	ry)*	722	8,658
Total Retirals / Statutory Contribution		2,522	30,258
Variable Pay**	-		
Company Performance	related Pay - CPrP at factor 1.0 company	achievement	42,704
Tot	al Cost to Company	38,108	5,00,000
		30,100	
National Pension Syste Contribution	em (NPS) Optional - Company		13,200
Digitally signed by	Digita	lly signed by	
Signer		Signer: BHARATH K	
Date: 5	Sunday, June 27, 2 10:05 PM	Date: Friday, June 25	5, 201 1:27 PW
			/
Vanu G	iopal V V	Bharath Kakaiah	▼
	l Manager	Assistant Manager	
	Resources)	(Human Resources	
, ,	,		<i>.</i>

The aforementioned perquisites are subject to alteration and amendment.

\* 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 RBEI

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Robert Bosch Engineering Solutions Private Limited ('RBEI' 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
- c) 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 *I* 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

- a) 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)
- 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').
- 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



Particulars	Address	Contact details
On boarding at the Company location	Robert Bosch Engineering and Business Solutions Private Limited #123, Industrial Layout, Hosur Road, Koramangala, Bangalore - 560 095, India.	Ban- Poornima H R (GS/HRS23-IN) +916366906578
	<b>Cob</b> : Robert Bosch Engineering and Business Solutions Private Limited	Sathish B (GS/HRS23-IN) +91 4226677602
	BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village	
	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.		

### 2) Information for your reporting

### 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



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

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

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



December 1, 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 Dhwanipriya K M

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate System Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

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.





December 1, 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 Dhwanipriya K M

We are pleased to offer you the position of Associate System Engineer, in band 06G 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.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, 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 December 7, 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.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@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.
  - Voter ID card
  - o Driving License
  - o Aadhaar Card
  - 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.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- 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.



- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 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.
- 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.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- 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.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- 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.
- 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 <u>www.nationalskillsregistry.com</u> .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:

<u>Settling in Allowance</u> – 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	December 1, 2020			
NAME	Dhwanipriya K M	BAND	06G	
DESIGNATION	Associate System Engineer	LOCATION	Bangalore	
<u>Co</u>	mpensation Components		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000		
2. Annual Flexible Benefit Plan (FBP)		214760		
3. Annual Reference Salary (ARS)		394760		
4. Retirals				
a) Provident Fund (PF)		21600		
b) Gratuity @ 4.8%		8640		
5. Annual Reference 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

### OTHER COMMITMENTS/ CONDITIONS



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



# 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.) SIGNATURE

\_\_\_\_\_

### PRINTED NAME

DATE OF JOINING

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

DATE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_



### **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 (b) Gratuity (b) Gratuity (b) Gratuity (b) Gratuity (c) G		
(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.



Important Letter on Transfer / Relocation / Type of Work Assigned

Date - December 1, 2020

Dear Dhwanipriya K M,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to <u>eschoolhiring@in.ibm.com</u>

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



#### **IBM CONFIDENTIAL**

ANNEXURE B - NON-DISCLOSURE AGREEMENT

#### Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

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 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



### 

### HRD/FINALSEMTRG/2019/13524663

January 29, 2020

Girija N.

Dr Ambedkar Institute of Technology

### Dear Girija,

1.	Program Date	:	February 3, 2020
2.	Duration of the program	:	14 to 16 weeks
3.	Location	:	Mysore, India

Please note that you will be required to make your own arrangements for travel to Mysore (or any other Infosys location that may be communicated to you by Infosys) and from Mysore upon completion of the Program., Should you be required to travel to offices of Infosys located in different cities as part of your Program, Infosys shall bear the cost of such travel. Please note that your entitlements shall be communicated to you at that time.

A break-up of the benefits that you are eligible for is mentioned below:

Accommodation	Provided by Infosys at no charge for the entire duration of the Program
Stipend	Rs.10,000/- per month

You would also be covered under the Personal Accident Insurance and Hospitalization Insurance Policy of Infosys for the duration of your Program. If you require additional coverage, you would need to obtain this in your personal capacity.

If you are required to use the bus, library and fitness facilities (if any), you shall be provided access during the period of your Program in accordance with policies of Infosys.

For the duration of the Program, you will be required to adhere to certain policies / practices that are applicable to employees of Infosys, including but not limited to the Trainee's obligations as per the Training Agreement. Additionally, you may be required to sign agreements with Infosys, at the sole discretion of Infosys, relating to protection of Infosys confidential and proprietary information. Infosys disclaims all liability and responsibility for acts or omissions by you that are in violation of any law, guideline, rule or regulation.

Digitally signed by RICHARD LOBO Date: 2020.01.29 18:41:21 +05:30 Reason: Internship Offer Letter Location: Bangalore



Please note that the Training Agreement may be terminated by Infosys as per Clause 6 of the said Agreement.

Please sign and carry duplicate copy of this letter and the attached undertaking at the time of joining indicating your acceptance of these terms. You are requested to read and retain the instructions attached to this letter.

If there are any changes to the terms and conditions mentioned above, we will revert with another letter as soon as possible.

Thanking you,

Yours sincerely,

RICHARD LOBO EVP - Head HR



Dear Girija,

We would like to ensure that you are updated on a few things in order that your assignment with Infosys is productive and enjoyable.

You will be required to report at the following address:

Infosys Limited

Offshore Development Centre

Hebbal Electronics City, Hootagalli,

Mysore - 571186, INDIA

You are expected to arrive at our Mysore campus a day before your joining date and accommodation will be provided from then on. Please note that accommodation will be provided only for you from a day before your joining date. In case any of your family members accompany you then they will have to arrange for their accommodation outside the campus at their own expense.

You will be given an access card for the duration of your Program in order that your movements within the premises are not curtailed. You are expected to carry it at all times.

You are required to work from Monday through Saturday as per the regular working hours of Infosys which will be communicated to you at the time of joining.

At the end of the Program, you will be required to make a presentation on your project and hand over a copy of your project report to your Project Mentor.

### Infosys Dress Code

1) For Gentlemen:

### Mondays and Tuesdays:

You are expected to dress in business formals, i.e., a full-sleeved shirt, formal trousers, formal shoes and a tie.

Note: Do not remove the tie once you enter the campus.

Wednesdays and Thursdays:

You may opt to wear a full / half-sleeved formal shirt, but formal trousers and formal shoes (brown, black or tan) are a must.

### Fridays and Saturdays:

You may opt to wear jeans, a t-shirt, and sports shoes. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.



2) For Ladies:

### Monday to Thursday:

You are expected to dress in western business formals, saree or salwar / churidar-kameez.

### Fridays and Saturdays:

You may opt to wear jeans and a t-shirt. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

### **UNDERTAKING**

I, \_\_\_\_\_\_, do hereby agree to abide by the policies, rules and regulations governing employees of Infosys in their conduct and those specified in the Standing Orders. I acknowledge and agree that Infosys has no liability and responsibility for all acts or omissions by me that are in violation of any law, guideline, rule or regulation during the period of the Program.

Signature	:	
Name	:	
Date	:	



### TRAINING AGREEMENT

This Agreement is made as of \_\_\_\_\_\_(the "Effective Date") between Infosys Limited, a corporation organised and existing under the laws of India and having its primary place of business at 44 Electronics City, Hosur Road, Bangalore 560 100, India and its Affiliates ("Infosys" hereafter) represented by

AND

	("Trainee" hereafter), Son/Daughter of	, and a permanent
resident of		

**WHEREAS** Infosys is a reputed Indian company operating globally and engaged in the business of development of solutions for Information Technologies & the Information Technologies Enabled Services sector; and

**WHEREAS** the Trainee is desirous of completing his/her training at the designated Infosys Campus and receiving formal, effective, technical and practical training from Infosys enabling him/her to independently function as a competent professional of the Information Technology sector ("**Program**" hereafter) after completing his/her graduation course and thereby becoming commercially viable to any organisation that he/she wishes to join by meeting the business needs, parameters, standards and efficiency levels required by the organization.

**WHEREAS** the Trainee is aware that the Program would comprise of courses, modules, prescribed programs by Infosys which involves the expenditure of substantial sums of money by Infosys in the form of substantial costs, expenses, man hours spent in imparting the training ("Fees" hereafter); and

**NOW THEREFORE,** for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows:

### 1. **DEFINITIONS:**

- 1.1 "Affiliate" of Infosys shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with Infosys. "Control" for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.
- 1.2 "Agreement" shall mean this agreement between Infosys and the Trainee.



- 1.4 "Confidential Information" shall include, but is not limited to (i) all forms of information provided to the Trainee as per the prescribed module or otherwise, during the Program; and (ii) includes trade secrets or other information relating to the affairs, finances, business practices, clients, connections or business plans of the Infosys to which the Trainee gains access in the duration of the Program, but does not include information or knowledge which has come into the public domain.
- 1.5 "Date of Joining Confirmation Letter" shall mean the letter issued by Infosys after the Offer Letter informing the Trainee of the details of his/her joining Infosys as an employee.
- 1.6 "Employee Handbook" shall mean the employee handbook applicable to all employees of Infosys during the entire tenure of their employment.
- 1.7 "Fees" shall include the meaning ascribed to it in Clause 3.1.
- 1.8 "Misconduct" shall, for the purpose of this Agreement, would have the same meaning ascribed to it in the Standing Orders of Infosys
- 1.9 "Infosys Campus" shall mean any development centre and/or office premises Infosys.
- 1.10 "Offer Letter" shall mean the letter given to the Trainee providing him/her with an offer to join Infosys after the successful completion of the Program as a full-time employee in the capacity of a systems engineer, subject to terms and conditions contained in the offer letter.
- 1.11 "Project" shall mean the mandatory final semester college project work as part of his/her curriculum in his/her college.
- 1.12 "Program" shall include the meaning ascribed to it in Clause 2.
- 1.13 "Standing Orders" shall mean the Standing Orders issued by Infosys (applicable to all its employees) in accordance with Section 7 of the Industrial Employment (Standing Orders) Act 1946.



### 2. **PROGRAM:**

- 2.1 The Program would commence from **February 3, 2020**
- 2.2 The Program would be conducted at any designated Infosys Campus, and such information shall be provided to you separately by authorized Infosys personnel.
- 2.3 The Program would comprise of a technical project(s) where the Trainee would be allocated to a team mentored by project managers and programmer analysts of Infosys.
- 2.4 The Program may require the Trainee to work with the latest tools, technologies and frameworks used in and by Infosys and/or used in the Information Technology sector globally.
- 2.5 The Program may require the Trainee to undergo the entry level training program prevalent at any Infosys Campus.
- 2.6 The Program will require the Trainee to be assessed on his soft skills by relevant personnel designated by Infosys.

### 3. FEES

- 3.1 The Fees for the Program imparted to the Trainee would be an amount of INR 25,000/- (Rupees Twenty Five Thousand only).
- 3.2 The Trainee agrees that he/she shall be liable to pay Infosys all costs and expenses incurred in or connected with training as stipulated in clause 3.1 of this Agreement, in the event of –

3.2.1 Not joining Infosys as an employee after an Offer of employment has been extended by Infosys to the Trainee; or

3.2.2 The Trainee has become ineligible for employment by Infosys due to non-fulfillment of the terms and conditions of the Offer Letter.



### 4. INFOSYS' OBLIGATIONS

- 4.1 Infosys shall ensure that the Trainee is given every possible opportunity to complete his/her Project during the course of the Program.
- 4.2 For the above-mentioned completion of the Trainee's Project, Infosys shall allow the Trainee extensive use of the facilities which were ordinarily available to the Trainee during the Program.
- 4.3 Infosys shall provide for free accommodation within the designated Infosys Campus to the Trainee for the duration of the Program.

### 5. TRAINEE'S OBLIGATIONS

- 5.1 The Trainee, during the course of the Program, would have to follow all rules and regulations and all company policies that would normally be applicable to any other employee of Infosys.
- 5.2 The Trainee shall attend the full duration of the Program and shall be granted leave of absence at the sole discretion of Infosys.
- 5.3 The Trainee shall faithfully and diligently undergo and imbibe the Program strictly in a manner prescribed by Infosys.
- 5.4 The Trainee shall not commit any act(s) of misconduct, indiscipline, refusal to obey orders or any other act(s) which impedes the process of the Program.
- 5.5 The Trainee shall not disclose any Confidential Information to any party without the prior written approval of Infosys.
- 5.6 Notwithstanding any other provision of this Agreement, the Trainee shall be required to follow a 6 (six) day working week as part of the Program.

### 6. TERMINATION BY INFOSYS

- 6.1 Infosys has the right to terminate this Agreement at any point of time if the Trainee is found to commit an act of Misconduct.
- 6.2 Infosys has the right to terminate this Agreement with immediate effect at its own discretion without assigning any cause or reason thereof.
- 6.3 Infosys has the right to terminate this Agreement with immediate effect if the Trainee is found to disclose any Confidential Information to any party without its prior written approval to the same.



6.4 Any intimation of termination of this Agreement by Infosys shall be in writing and shall be signed by a manager/officer of Infosys generally or specifically authorised in that behalf and shall be issued to the Trainee concerned.

### 7. TERMINATION BY TRAINEE

7.1 The Trainee has the right to terminate this Agreement if the Program does not commence by **February 3, 2020**.

### 8. CONSEQUENCES OF TERMINATION:

- 8.1 Upon termination of this Agreement by Infosys on any ground(s) as per Clauses 6.1 and 6.3 of this Agreement, the Trainee shall be obliged to:
  - 8.1.1 Pay the Fees as per Clause 3.1 of this Agreement;
  - 8.1.2 Return all tangible forms of Confidential Information to Infosys.
  - 8.1.3 Leave the designated Infosys Campus with immediate effect.
- 8.2 Upon termination of this Agreement by Trainee as per Clause 7.1 of this Agreement, the Trainee shall be obliged to:
  - 8.2.1 Return all tangible forms of Confidential Information to Infosys.

8.2.2 Leave the designated Infosys Campus with immediate effect, if the Trainee is already in Infosys Campus.

### 9. **REPRESENTATIONS AND WARRANTIES:**

- 9.1 The Trainee fully understands the implications and obligations contained in this Agreement and have no objection(s) thereto.
- 9.2 The Trainee represents that he/she has acquired all relevant/requisite permission(s) from College Authorities in order to participate in this Program and that the College Authorities fully understand the implication(s) of this Agreement and have no objection(s) thereto.
- 9.3 The Trainee shall use his/her best endeavours to complete his/her Project and in the event of his/her not completing the Project, shall not hold Infosys liable thereto.



### **10. GENERAL PROVISIONS**

- 10.1 Non-Waiver and Amendment: No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Infosys and Trainee. The failure of either Infosys or Trainee at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 10.2 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- 10.3 Assignment: Infosys shall have the sole right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. The Trainee shall not assign any of its rights or obligations under this Agreement. Any assignment in contravention of these terms and conditions shall be null and void.
- 10.4 Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.
- 10.5 Governing Law: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of India.
- 10.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 10.7 For the avoidance of doubt, this Agreement shall be effective only when signed by both parties.
- 10.8 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.



- 10.9 This Agreement, including any annexure attached hereto, sets forth the entire agreement and understanding of Infosys and the Trainee with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.
- 10.10 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Yours truly,

RICHARD LOBO EVP - Head HR

Accepted:

[Girija N]

Date:\_\_\_\_\_

eOffer Content



### March 19, 2021

### PERSONAL AND CONFIDENTIAL TO:

Kapil Ramchandani 103, Keerthi Residency, 1st cross AirView Colony, Bengaluru 560017

### **Offer of Employment**

Dear Kapil,

We are pleased to offer you employment with Epicor Software India (P) Limited ("Epicor" Or "The Company") pursuant to the terms and conditions set out in this Offer Letter and Employment Agreement.

**Terms & Conditions** 

### **Position and Commencement of Employment**

You will be employed by the Company in the position of **Product Developer**, **Associate** reporting to **Manager Product Development** or to such other position as Company Management may determine from time to time. We expect your first day of employment will be **March 22, 2021**(the "Start Date").

Your initial place of posting will be at Epicor's Bangalore office. However, your services are transferable, and you may be seconded or deputed by Epicor to any affiliate company (including its parent, subsidiaries and joint ventures) in India or abroad or to any customers of Epicor; whether existing as on date of your appointment / contract or to be established thereafter, at the discretion of Epicor.

You will be governed by the rules, regulations and other Company policies (together the "Company Policy") of Epicor as applicable, enforced, amended or altered from time to time during the course of your employment. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable from time to time.

This offer of employment is subject to the following documentation being signed and obtained from you before or on the day of joining (as outlined below you on or before the agreed upon start date).

•	Worldwide Code of Business Conduct
•	Proprietary Rights Agreement
•	Proof of your stated qualifications



# We follow a simple formula to SUCCEED TOGETHER •



#### 10+ Years of History We offer niche IT Services in Founded in 2011, owning niche tech initiatives to deliver Cutting-Edge Software Development technology solutions & services in **Cyber Security** . **Cloud Engineering & IT Infrastructure** . line with our ethos of Simpler, **RPA & Data Science** . Better, Cheaper & Faster. quality & passion. **Built on Standards &** Solutions & Products **Best Practices** Presence We have built our own indigenous Our Methods and excecution style solutions & products

COMPLYment

CentralKYC

**Skillmine Auth** 

E-Commerce Framework

Data-V

are built on industry best practices & standards like

ISO 270001, ITIL, SABSA, TOGAF, **AGILE etc** 

# **4 Key Tech Domains**

# 100+ Happy Clients

We have more than 100 happy Enterprise Customers from various domains & geographies whom we offer discrete range of services in long term business contracts and delivering customer delight with

Great Place

Work Certified R 2021-FEB 202

# **Expanding Geographical**

We are a global company with

significant presence in

India, KSA, UK, USA & Africa.



Leveraging advanced technologies to offer great career choices within India and abroad

Providing unmatched propositions for careers driven by our leadership DNA defined as "The Skillmine Way."

- Creating competencies with You to witness and celebrate YOUR success.
- Providing challenging & stimulating opportunities to work on thriving tech, building innovative products & smart apps with NextGen features.
- Delivering great customer delight by exceeding their expectations.

You can hammer a tree in 30 days, but you cut the same with an axe in 30 minutes. The difference between 30 days and 30 minutes is "Your Skills" ...

**Great Career Choices** 



info@skill-mine.comwww.skill-mine.com

October 25<sup>th</sup>, 2021

Karthikeya, Bangalore, India

#### Letter of Appointment

#### Dear Karthikeya,

It is my extreme privilege to welcome you to Skillmine and offer you, the position of **"Software Developer"** for Skillmine Technology Consulting Pvt Ltd (the "Company").

Skillmine, you will soon discover, is all about people – the best people. This offer comes to you at the culmination of a rigorous selection process and you are sure to find satisfying challenges at Skillmine. I am positive that you will find the work environment empowering, stimulating and conducive to help you realize your professional goals.

Your appointment is effective **01<sup>st</sup> December 2021**, pending your written acceptance to the following employment terms and conditions:

- 1. Duties and Work Timings:
  - a. You are required to perform services for the Company as assigned by the Company officers who are designated as managers to supervise your work. You are required to comply with all the procedures, rules and regulations of the Company. During your employment, you will be required to produce weekly and monthly reports concerning your work and achievements during that period. During your employment, you will not directly or indirectly engage in any conduct not in the best interest of the Company.
  - b. We work 5 days a week with 9 hours of work per day. However, your exact hours of work and timing will vary as per organization's business needs
- 2. Transferability:

Your initial place of work will be at **Bangalore**. However, your services are transferable, and can be transferred / seconded or deputed by the company to:

- a. Any Skillmine office in India or abroad, whether existing at the date of your appointment or to be established thereafter at the option of the company.
- b. Any Operation in India or abroad under the management and /or ownership of Skillmine.
- 3. Compensation and benefits:
  - a. Your Annual cost to company at the commencement of your services will be **Rs. 5,00,000** (Rupees Five Lakhs only). Your compensation breakup is enclosed in Annexure 'A'.
  - b. You will be eligible for Medical and other benefits as per company rules and regulations as prevalent from time to time.

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



- 4. Falsification and/or Misrepresentation of Records
  - a. Any falsification or wilful omission of facts made in your personal and career details documents will be considered as an enough ground and if discovered, your employment will be terminated with immediate effect anytime during the employment.
- 5. Intellectual Property
  - c. You accept and agree that all inventions, improvements, developments, and/or discoveries

(whether or not patentable), and all work or authorship (whether or not copyrightable) (hereinafter called "Intellectual Property"), which you create or make as part of your duties within the Company, whether solely or jointly with others, shall be the sole and/or exclusive property of the Company and their respective shareholders

- d. You further agree that you will promptly disclose any such intellectual property to the Company and will deliver, without further compensation, all instruments, documents and knowledge required to acquire, enforce or maintain all patents, copyrights or registrations covering such intellectual property in all countries
- e. Moreover, you hereby convey, assign, and transfer your entire right, title and interest in and to such intellectual property to the Company and otherwise agree to cooperate as necessary to perfect the Company's rights and ownership therein
- 6. Confidentiality
  - a. From time to time you will be privy to confidential information regarding the Company. You agree that all such confidential information is the property of the Company and is for exclusive benefit for the Company
  - b. You also agree, both during your employment and always thereafter, you will not directly or indirectly use or disclose any confidential information except to the extent required by law or with specific approval, in writing, from the Company. Upon the completion of your employment, you will promptly return, all documents and information concerning the Company or its customers or employees (both digital and paper copies), to the company
  - c. Confidential Information means all the material that you obtain or create as part of your job duties and / or categorized and marked as confidential by the Company
- 7. Policies and Procedures
  - a. During your employment with the company, you will be governed by the company's policies and rules regarding Leave, Provident Fund, Medical reimbursements etc.
  - b. The terms and conditions of appointment are subject to the service rules in vogue from time to time
  - c. The existing rules are available as a handbook. On joining us, you are expected to read, understand and abide by the same.

#### Bangalore

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#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



- 8. Non-Competition and Non-Solicitation
  - a. You agree and accept that during or for a period of 1 year following the end / termination of your employment with the company for whatever reason, you shall not directly or indirectly:
    - Solicit the business of any customer of the Company (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting, troubleshooting, management or programming services to any customer or prospective customer (whom you have personally dealt with or worked on their engagement anytime during the employment with the Company);
    - ii. Solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employees to terminate his or her employment; or
    - iii. Carry on or be engaged or interested in any capacity in any other business, trade or occupation whatsoever, except in a business, trade or occupation which does not compete with the core business of the Company, except as disclosed or declared in writing to the Company prior to the date of this agreement
- 9. Use of company marks
  - a. You agree that you will not retail or use any trade names, trademarks, service mark, or other proprietary business designations used or owned in connection with the business of the company and its related corporations, for clarity, it is 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.
- 10. Violation Clause
  - a. You agree and accept that the Company shall be entitled to injunctive relief as well as damages for any violation by you of the above terms and conditions by you.
  - b. You also acknowledge and agree that above terms and conditions are common to all employees and could fully be modified as necessary to render them valid and enforceable permissible by applicable law.
  - c. During your course of employment any changes to these terms and conditions will be notified to you immediately
- 11. Your employment shall be subject to
  - a. A satisfactory reference checks
  - b. The document (point 3) being submitted by you and found to be in order.
- 12. Relocation & Bonus
  - a. In the event where the company has paid for your relocation or any bonus at the time of your joining, all expenses borne on account of relocation and/or any lump sum paid to you as per the Company's policy will be recovered from you, if you resign from the Company before a period of one year (12 months)

#### Bangalore

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CIN - U74999KA2011PTC059821



- 13. Conflict of interests
  - a. You confirm that you have disclosed fully to the company any business interests or circumstance that conflict with the company's interests.
  - b. 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.
- 14. This offer is valid for your acceptance by today. Furthermore, if you do not join us on or before **01<sup>st</sup> December 2021**, it will be deemed that you are not interested, and this offer will get automatically revoked.
- 15. If you choose to leave the company, the notice period at your level is Three (3) months. In case of Abandonment or Abscond from duty or no show the employee in question would be liable to pay for applicable notice period, for the loss caused to the company on account of sudden disruption of work.
- 16. The agreement shall be governed by and construed in accordance with the laws of Bangalore jurisdiction of the courts of India. The Company reserves the right to vary any of the terms and conditions of employment in accordance with the changes in its policies and practices.

Please go through the contents of this offer letter and sign and return the duplicate copy as a token of your acceptance. If you have any questions, please do not hesitate to contact us.

We look forward to working with you and hope your career with Skillmine will help you realize your professional goals.

Welcome Aboard!

Threado

Yours Sincerely Samir Mehta Vice President – Talent Delivery

For and on behalf of Skillmine Technology Consulting Pvt Ltd

I hereby agree to and accept the aforesaid offer. I also declare that I have read and understood the terms and conditions of the contract of employment and I agree to abide by the same.

Name

Date:

Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

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#### Annexure -A

Components	Monthly	Annual
Base Salary		
Basic	15,000.00	180000.00
HRA	6,000.00	72000.00
Bonus Payable	1,250.00	15000.00
Special Allowance	16,062.00	192746.00
Total - Gross Salary	38,312.00	459746.00
<u>Retirals</u>		
PF Employer	1,800.00	21600.00
Gratuity	721.00	8654
Group Insurance	833.00	10000
Total Fixed Pay		500000.00
Total - Cost to Company		500000.00

Kindly revert with your acceptance to the offer on the terms and conditions specified herein, by replying to this mail and please sign and return the copy to Skillmine on your boarding day.

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821

# Ravigate your next June 9, 2021

#### HRD/3T/1002027980/21-22

Mr. Mohammed Afzal #10, 11th cross Next to Coffee Board Layout, Mariyannapalya Bangalore-560024 India

Ph: +91-8867376736

Dear Mohammed,

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 Fichard Lobo Date: 2021.06.09/5:43:21 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/1002027980/21-22

Mr. Mohammed Afzal #10, 11th cross Next to Coffee Board Layout, Mariyannapalya Bangalore-560024 India

Ph: +91-8867376736

Dear Mohammed,

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 14-Jun-2021.

#### Location

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

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

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

#### Training

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



#### **Probation and Confirmation**

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

#### Leave

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

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

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

#### Agreement

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

#### **Compensation and Benefits**

#### Salary

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

# **Training Performance - linked Incentive**

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



# Ex - Gratia / Bonus

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

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

# **Basket of Allowances (BOA)**

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

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

# **National Pension Scheme**

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

# Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of INR 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 during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

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

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

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

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

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

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

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



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

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

Yours sincerely,

# RICHARD LOBO EVP and Head Human Resources - Infosys Limited

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

Date: \_\_\_\_\_, 20\_\_\_\_\_

Sign your name

Print your full Name

Location

Signature Not Verified Digitally signed by Bichard Lobo Date: 2021.06.09.5:43:21 IST Reason: Digitalty 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)	
Mr. Mohammed Afzal	
Systems Engineer	
Systems Engineer Trainee	
NTS	
	15,000
S	4,478
of the eligible amount (20% of Basic Salary) being paid out on a	2,850
RY	22,328
,	
lance 5% will be paid out in the end of the financial year after adjusting a monthly basis)	150
	(All figures in INR per month)         Mr. Mohammed Afzal         Systems Engineer         Systems Engineer Trainee         NTS         S         of the eligible amount (20% of Basic Salary) being paid out on a         RY         ance 5% will be paid out in the end of the financial year after adjusting

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000
TOTAL GROSS SALARY	25,000

		OTHER BENEFITS		
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



#### **ANNEXURE - II** (Compensation post Unit allocation)

	COMPENSATION DETAILS (All figures in INR per month)	
NAME Mr. Mohammed Afzal		
ROLE	Systems Engineer	
ROLE DESIGNATION	Systems Engineer Trainee	
1. MONTHLY COMPONE	INTS	
BASIC SALARY		15,000
BASKET OF ALLOWANCE	ES	4,478
BONUS / EX-GRATIA (95% monthly basis)	6 of the eligible amount (20% of Basic Salary) being paid out on a	2,850
MONTHLY GROSS SALA	RY	22,328
2. ANNUAL COMPONEN	Г	
BONUS / EX-GRATIA - (Ba the advance (95%) paid out o	alance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150
3. RETIRAL BENEFITS		
PROVIDENT FUND - 12%	of Basic Salary	1,800
GRATUITY - 4.81% of Basi	c Salary*	722
FIXED GROSS SALARY (	1+2+3)	25,000

4. INCENTIVE COMPONENTS		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (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 SALA	RY (Inclusive of the incen	tive Compone	ent at indicative pay	yout 10% of FGS)	27,500
TOTAL GROSS SALA	RY (Inclusive of the incen	tive Compone	ent at indicative pay	yout 20% of FGS)	30,000
		OTHER	R BENEFITS		
Scheme	Eligible Amount In INR	Interest	Mon	thly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12		Nil
	fulfilment of all criteria def				ursement of any loan / loan per the relevant loan / loan

\*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



Offer: Computer Consultancy Ref: TCSL/CT20192661254/Bangalore Date: 12/09/2019

Mr. Mohan Kumar #415th Cross, L N Puram (Near Chowdeshwari Medicals), Bengaluru-560021, Karnataka. Tel# 91-9206640377

Dear Mohan Kumar,

# Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,024/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

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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 INR 13,000/- 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 INR **6,500/-** 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 INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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# 4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **21,175/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

# **PERFORMANCE PAY**

# **Monthly Performance Pay**

You will receive a monthly performance pay of INR **4,000/-**. 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.

#### **Performance Bonus**

Your Performance Bonus will be INR **3,000/-** 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.

Performance Bonus 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 Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

# **CITY ALLOWANCE**

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

#### **RETENTION INCENTIVE**

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

# **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.

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# TATA CONSULTANCY SERVICES



# OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

# 1. Basic Cover

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

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# 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.

# 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

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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.

# 3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

# 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 to 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 probation 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 offer as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and

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# TATA CONSULTANCY SERVICES



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 your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

# 10. 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.

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. 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.

# **11. 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.

# 12. 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

# **13.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.

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

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# TATA CONSULTANCY SERVICES



business and current assignment, to ask you to complete your notice period.

# 14. 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.

# 15. 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.

# 16. 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.

# 17. 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 probation/service without notice.

# **18. 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

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- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

# 19. 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.

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# TATA CONSULTANCY SERVICES



# 20. 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.

# 21. 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.

# 22. 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.

# Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 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

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# TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Mohan Kumar	
Designation	Systems Engineer	
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	13,000	1,56,000
Bouquet Of Benefits #	29,258	3,51,100
2) Performance Pay		
Monthly Performance Pay	4,000	48,000
Performance Bonus*	3,000	36,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	34,124
Retention Incentive	NA	70,000
TOTAL GROSS	51,843	7,00,024
Xplore/ Learning Incentive****		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis.

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Leave Travel Assistance	1,083	13,000
Food Card	500	6,000
Personal Allowance	21,175	2,54,100
GROSS BOUQUET OF BENEFITS	29,258	3,51,100

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# TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 11



#### Annexure 2

Ahmedabad	Bangalore
Lead – ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
Lead – ILP	Lead – ILP
Tata Consultancy Services Limited,	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	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan	DELHI – Noida
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari,	floor, Galaxy Business Park, Block - C & D, Sector - 62,
Gurgaon - 122003, Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
Lead – ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad,
781006, Assam	254 - 1891 187 2
INDORE	KOLKATA
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12,
Village Tigariya Badshah & Bada Bangarda, Tehsil	New Town, Rajarhat, Kolkata - 700160,
Hatod, Indore - 452018,	West Bengal OR
Madhya Pradesh	Auditorium,2nd Floor, Wanderers Building, Delta Park - Lords
КОСНІ	MUMBAI
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Infopark Road Infopark Campus, Infopark , Kakkanad,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kerala 682042	Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR	PUNE
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Mihan-Sez, Nagpur, Telhara,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
Maharashtra 441108,	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
Lead – ILP	
Ledia ILI	
Tata Consultancy Services Limited,	

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# TATA CONSULTANCY SERVICES

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.

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# TATA CONSULTANCY SERVICES



# 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.

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# TATA CONSULTANCY SERVICES



# 4. Prior knowledge

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

# 5. Use of third party material

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

# 6. Security policies and Guidelines.

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

# 7. Restriction on Associate's Rights

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

# 8. No License

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

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# TATA CONSULTANCY SERVICES



# 9. Equitable Rights

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

# 10. General

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

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

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

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

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# TATA CONSULTANCY SERVICES



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

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

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 17



#### HRD/3T/1000793319/20-21

Mr. Nagaraj S P Mabagi, Achave, Ankola-581344 India

Ph: +91-8277498326

Dear Nagaraj,

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 Fichard Lobo Date: 2021.01.08 4:05:00 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

January 8, 2021



January 8, 2021

#### HRD/1000793319/20-21

Mr. Nagaraj S P Mabagi, Achave, Ankola-581344 India

Ph: +91-8277498326

Dear Nagaraj,

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 Bichard Lobo Date: 2021.01.08 4:05:00 IST Reason: Digitalty 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	Mr. Nagaraj S P			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONE	NTS			
BASIC SALARY		15,000		
BASKET OF ALLOWANCES		4,478		
BONUS / EX-GRATIA (95% monthly basis)	o of the eligible amount (20% of Basic Salary) being paid out on a	2,850		
MONTHLY GROSS SALARY		22,328		
2. ANNUAL COMPONENT	Γ			
BONUS / EX-GRATIA - (Bathe advance (95%) paid out o	alance 5% will be paid out in the end of the financial year after adjusting n a monthly basis)	150		

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000
TOTAL GROSS SALARY	25,000

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



## **ANNEXURE - II** (Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)			
NAME	Mr. Nagaraj S P		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONE	INTS		
BASIC SALARY		15,000	
BASKET OF ALLOWANCES		4,478	
BONUS / EX-GRATIA (959 monthly basis)	6 of the eligible amount (20% of Basic Salary) being paid out on a	2,850	
MONTHLY GROSS SALARY		22,328	
2. ANNUAL COMPONEN	Γ		
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		150	
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12% of Basic Salary		1,800	
GRATUITY - 4.81% of Basic Salary*		722	
FIXED GROSS SALARY (1+2+3)		25,000	

4. INCENTIVE COMPONENTS			At an indicativ Payout of 5%	e At indicative Payout of 10%	At indicative Payout of 20%	
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)			1,250	2,500	5,000	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)					26,250	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)					27,500	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					30,000	
	OTHER BENEFITS					
Scheme	Eligible Amount In INR	Interest	М	onthly 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

# **SIEMENS**

#### Siemens Technology and Services Pvt. Ltd.

**Poushali Paul,** Hari Ganga Basak Road, Post Chowmani, Agartala, Tripura - 799001 Date25 January 2022Name & EmailShashikant S C<br/>shashikant.sc.ext@siemens.comDeptP&O / Talent AcquisitionCompanySiemens Technology and Services Private LtdOur reference264025/7804042

#### Dear Poushali,

We're really excited you want to join Siemens and further your career with us.

We are pleased to confirm offering you the position of **Software Developer/Engineer** starting from **28 Feb-2022** in **Digitalization and Technology Solutions** Division in **Bangalore**.

Your annual compensation, calculated on a cost-to-company basis, is **Rs. 800,000 /- p.a. (Rupees Eight Lakh Only)**, with the details provided in **Annexure I**.

Your appointment is based on the terms and conditions provided in the attached Annexures with a few points to note here:

- Start date We look forward to you joining us, and in the unfortunate event you do not join us on your confirmed start date, your appointment will automatically be withdrawn. Please note that your date of joining the organization will be maintained in the electronic employee master of the Company, known as your "Seniority Date" and shall be considered as final.
- 2. Office location You are initially appointed to work in our Bangalore office.
- 3. **Residence proof** The address in your application shall be deemed to be correct for sending any communication to you.
- 4. Date of birth Based on your declaration we have recorded your date of birth as 16-Jun-1997
- 5. **Offer** The Company reserves the right to withdraw this employment offer/conditional appointment before or after the start date, due to background/reference checks not being satisfactory and or there being restrictions on your ability to work with us. However, the above-mentioned reasons are not necessarily exhaustive and the decision of the Company is final and binding.

We welcome you as a member of Siemens family and look forward to your long and fruitful association with us. Kindly return the duplicate of this letter, signed in the place indicated, confirming your understanding and acceptance of the above and enclosed Annexures.

Yours faithfully, Siemens Technology and Services Pvt. Ltd.

Chethan Seegehalli Associate Vice President Digitalization and Technology Solutions Rajeshwari K Chief Manager- Human Resources

Gold Hill Excelsior Park, South Tower, First Main Road, Electronic City Phase II, Konappana Agrahara, Bengaluru, Karnataka - 560100

Siemens Technology and Services Private Limited Management: Pankaj Vyas



#### Acceptance of Terms & Conditions of Employment

I hereby agree that I have read and understood the terms and conditions as stated in this letter (reference no 264025/7804042, dated 25 January 2022) plus the enclosed Annexures and accept employment with Siemens Technology and Services Pvt. Ltd with our internal organizational unit, job family and level code of RD-PS-SWDEV-**PR11** 

Enclosures:

Annexure I - Compensation structure

Annexure II - Service conditions

Annexure III - Terms & conditions of employment

Annexure IV - Terms & conditions of employment in relation to inventions made by the employee

Annexure V – Joining formalities

Candidate Signature: \_\_\_\_

Poushali Paul

Date:

Siemens Technology and Services Private Limited Management: Pankaj Vyas

Gold Hill Excelsior Park, South Tower, First Main Road, Electronic City Phase Web: www.siemens.com II, Konappana Agrahara, Bengaluru, Karnataka - 560100



#### **ANNEXURE I**

#### **Compensation Structure**

Annexure - I

Date

25-Jan-22

Name Ms. Poushali Paul **Business Title** Software Engineer Digitalization and Position Level 11 Division Technology Solutions

#### **Compensation Structure**

Sr. no.	Heads of Payment	Compensation (Rs.)
(A)	Basic Salary p.m.	23,333
(B)	Base Flexible Pay (BFP) p.m. (includes Meal Card @ Rs.2,200/- p.m.)	39,413
	Total Allowances / Benefits p.m.	39,413
(C)	Base Pay p.m. (A + E	3) 62,746
	Retirals p.m.	
	Co. Contribution Provident Fund (12 % of Ba	asic) 2,800
	Co. Gratuity Provision (4.8% of Basic)	1,120
(D)	Total Retirals p.m.	3,920
(E)	Total Fixed Pay (TFP) p.m. (C + D	D) 66,666
(F)	Target Pay p.a. (E * 12	2) 800,000
	Insurance Benefits	Sum Assured (Rs.)
Group Health Insurance Policy coverage p.a. (with a provision of enhancement of the base cover upto 200%)		f 200,000
Group Personal Accident Insurance coverage p.a.		4,000,000
Group Term Life Insurance coverage p.a.		800,000
EDLI coverage		600,000
Leave (Notional monetised value of 22 earned leaves for full year)		,
ESI coverage		Not applicable as gross salary above ESI eligibility

For Siemens Technology and Services Pvt. Ltd. As per company policy, the entitlement of gratuity will be the actual eligible amount calculated in line with the Payment of Gratuity Act, 1972, without any upper cap. However any amount above ₹ 20 Lacs (if applicable) will be subject to income tax as per rules. National Pension Scheme (NPS) can be opted for after joining. Statutory Bonus will be paid to eligible employees as per Payment of Bonus (Amendment) Act, 2015. Authorised Signatory All present & future taxes related to your employment will be borne by you.

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#### Annexure II

#### Service Conditions

#### 1. Service Conditions Overall

You shall serve the company diligently, faithfully and to the best of your skill and ability. You shall perform the duties entrusted to you with high standard of initiative, efficiency and economy. You shall at no time refuse to do any work/activities as allotted to you by your supervisors. You shall endeavor to increase your knowledge and skill through execution of jobs assigned to you from time to time.

You will be governed by rules, regulations and service conditions (as mentioned in the attached Annexures), applicable to the employees of your level working in the establishment of the company in which you will be working. The Company, however, reserves the right to add, alter and amend the said service conditions as may be considered necessary from time to time.

#### 2. Working Hours

You will be governed by the working hours prevailing in the establishment in which you work. You will be notified of your actual duty timings from time to time. You may be required to work in shifts as and when considered necessary by the Company.

#### 3. Holidays

You will be entitled to paid holidays as decided by Management. Such list of holidays will be notified at the beginning of the year.

#### 4. Work Location

You are initially appointed to work in the location noted in the above letter. Based on business requirements, you may be temporarily or permanently transferred to any company forming part of Siemens or to its associate companies or business associates anywhere in India or overseas at the sole discretion of the company. You may be required to furnish a specific Service Agreement/Deputation Agreement if you are sent abroad for the purpose of training or Company's business.

#### 5. Probation and Confirmation

You shall be on probation for a period of six months with effect from your start date. The probation period may be extended by the company at its sole discretion. During the period of probation, or any extension period thereof, there is one month's notice on either side.

On successful completion of the probation period, you shall be deemed automatically confirmed unless your probation period has been extended with a probation extension letter provided in advance.

As a confirmed employee there is three months' notice on either side. Kindly note that the Company reserves the right to claim compensation (@target pay) for any notice period not served. However, you cannot pay the company in lieu of the notice to be served.

Termination of employment will require one/three months' notice (as applicable for probation/confirmed status) or salary in lieu of notice.

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Registered Office: Plot No. 2, Sector No. 2, Kharghar Node, Navi Mumbai – 410210; Telephone +91 22 39672000; Fax +91 22 27740138; Corporate Identity Number: U99999MH1986PTC093854.

# SIEMENS

#### 6. Retirement

All employees will retire from the Company on attaining superannuation at the age of 60 years. However, the Company at its sole discretion, may decide to retire an employee prior to the employee attaining the age of superannuation.

#### 7. Maternity/Childcare Facilities for Women employees

As part of the Company's efforts to support work life balance for women employees during and post maternity, apart from fully complying with the provisions of the Maternity Benefit Act, 1961 the Company also extends additional facilities such as extended paid/unpaid leave etc. For details of the Company policy on Maternity Benefit please refer to the Policies section on the Intranet.

#### 8. Confidentiality

Please note that your compensation is personal and strictly between you and the Company. It has been determined based on numerous factors such as your education, experience, specific skills and professional merit. We advise you to use discretion in handling this information and any subsequent revisions made therein.

#### 9. Background Verification

Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the Company without restriction (e.g. non-compete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed void ab initio and liable for termination without any notice or salary in lieu of notice.

#### 10. Residential Proof

The address as indicated in your application shall be deemed to be correct for sending any communication to you. Any communication sent to you at the given address shall be deemed to have been served upon you. You shall inform the change in residential address, if any, in writing to the P&O Department within three days from the date of such change.

#### 11. Programmes and Initiatives

In order to remain competitive our Company undertakes number of programmes or initiatives like Benchmarking, Continuous Improvements, Cost reduction, Training and Development, reorganisation etc. You are required to actively participate and contribute to such programmes or initiatives.

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#### Annexure III

#### Terms & Conditions of Employment – General

Employee shall observe and conform to such duties, directions and instructions as communicated to him by the Company and those in authority over him.

Employee shall not at any time hereafter, without the consent in writing of the Company except under legal process, divulge or utilize any matter relating to the Company's transactions or dealings, which are of confidential nature.

Employee shall not use any of the designs, drawings, software, literature, and machines etc. of the Company for any purpose other than Company's business.

All software including packages as well as its associated documentation developed by the employee in the course of the duties shall be sole and exclusive property of the Company.

Employee shall be true and faithful to the Company in all his accounts, dealing and transactions, relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the sum.

Employee shall not during the continuance of his employment, without the consent of the Company in writing, be employed or interested, directly or indirectly in any other trade or business, employment or occupation whatsoever and will devote the whole of his time and attention to his duties.

Employee shall be responsible for safekeeping and return, in good condition and order, of all Company's property, which may be in his use, custody or charge.

A high standard code of conduct is expected from an employee and any behavior reflecting unfavorably on him or the Company is questionable and liable for disciplinary action. Employee shall also ensure compliance to the Business Conduct Guidelines (BCG) that are globally binding rules for all employees applicable across Siemens companies, the details of which are available on the P&O Intranet. In addition, The BCG declaration form (available on the P&O intranet) is required to be signed by every employee upon joining/promotion and once in every two years thereafter.

Employee shall abide by the information security policy of the organization and adhere to it.

At the time of separation from the services of the Company, the employee is expected to settle all his outstanding dues towards the Company including the Liquidated Damages, if any, etc. at once. In case of any default/ delay in settlement of outstanding dues, the Company will be free to recover such dues by appropriate means, with interest at the market rate.

Employee shall also be required to abide by terms and conditions in addition to those mentioned above which are in force for the time being or may be framed from time to time.

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#### Annexure IV

#### INTELLECTUAL PROPERTY RIGHTS & KNOW-HOW TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

- a) Company shall own all rights, titles and interests in the Intellectual Property which includes but not limited to all Work product and Know-How (including inventions, ideas, experiences, concepts, algorithms, designs, tools, trade secrets, source code, technical documentation, program development components, technologies, expert reports etc.) created/conceived by the Employee during the tenure of their employment with the Company. The Employee undertakes to waive and not assert any moral rights which may accrue to the Employee in respect of the Intellectual Property.
- b) Employee shall disclose to the Company promptly in writing about any Intellectual Property including the Work product and the Know-How (tangible and intangible form) conceived/created during the tenure of their employment with the Company.
- c) Company and its affiliates shall have right to seek statutory protection of the Intellectual Property in the form Intellectual Property Rights (IPRs) including Patents, Trademarks, Copyrights, Utility Models and/or Industrial Designs. Company and its affiliates shall be free to use, exploit, maintain and permit to lapse such IPRs.
- d) If by operation of law or otherwise, any or all work product or any component or element thereof, is deemed to be the IPRs of the Company, the employee hereby agrees to assign, irrevocably and to the fullest extent permitted by law, to the Company and its affiliates, its successor and assigns, ownership of all such IPRs.
- e) Employee agrees to cooperate with the Company to do whatever is reasonably necessary to secure and maintain the IPRs of the Company and/or establishing Company's rights over Intellectual Property during the course of their employment as well as after termination of the employment.
- f) Employee shall not publish/present orally or in written form, except with the express written consent of Company, any information in related to the Intellectual Property including the Work product and Know-How in any form on third party platforms/ third party during the course of their employment as well as after termination of the employment.
- g) Employee shall obtain necessary clearance from the Intellectual Property department of the Company before the last date of employment with the Company. Employee shall disclose to the Company promptly in writing about any Intellectual Property conceived/created during tenure of employment with the Company before the last date of employment with the Company. Upon termination of his/her employment, the Employee agrees to immediately return all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during their employment. Employee shall not make any copies or attempt to recreate the tangible embodiments of the Intellectual Property post termination of his/her employment with the Company.
- h) Employee shall inform the Company at the commencement of his employment with the Company of all Intellectual Property previously made by him, which he 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. The Company will be free to adopt any of the Employee's Intellectual Property disclosed to the Company at the commencement of his employment with the Company and conceived during his 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 letters of patent or design registration in respect of such Intellectual Property. The Company will notify to the employee if and to what extent the Company will adopt the said rights.

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# SIEMENS

#### Annexure V

#### **Joining Formalities**

Please bring the following documents with you at the time of joining, with your originals also for verification.

- 1. This Offer Letter with your original signature (for hand over to Company) - On joining, this letter serves as your official Appointment Letter
- 2. Photocopy of birth certificate / S.S.C. certificate / mark sheet (2 copies)
- All educational documents from 10<sup>th</sup> to highest education / semester wise mark sheet & provisional / 3. convocation certificate (2 copies)
- Photocopy of all previous employment / experience certificate / relieving certificate 4.
- 5. Photocopy of passport / ration card / driving license / Aadhar card (3 copies)
- 6. Photocopy of PAN / acknowledgement of PAN application (3 copies)
- 7. To apply for PF transfer please bring the below necessary information:
  - PF number / EPS number •
  - Previous employer contact details to contact for PF related communications
  - Whether previous company PF is maintained by Trust or RPFC account
  - RPFC office or PF trust address
  - Bank account number & Bank IFSC Code
- To use your existing ICICI or HDFC Bank for your salary account, please bring a void cheque 8.

If you have any questions, please contact us at:

- AskHR: Phone: 1-800-419-6677 (toll free number)
- Monday till Friday between 6.00 am to 8.00 pm •

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# birlasoft

#### LETTER OF INTENT

Dear Prashant Choudhamy

Dated: 17 Oct 2019

Congratulations! Subsequent to your interview and discussions with us, we are pleased to offer you appointment as Trainee Developer with Birlasoft Ltd.

#### **GENERAL TERMS AND CONDITIONS:**

- Your CTC would be INR 3.25 lakhs per annum.
- On joining you would be required to sign a Service Agreement which is applicable to you for period of 2 years commencing from your date of joining. Additionally, you may be required to execute a service agreement of an appropriate value depending on your salary/stipend.
- Joining location and Date of joining would be communicated very soon.
- You may also be eligible for an Internship for a duration around 6 months or lesser based on project requirements which are dynamic in nature.
- During your internship period you would be entitled for a Stipend.

Based on the acceptance of this letter, a detailed appointment letter with the terms and conditions will be issued to you on the day of joining. Kindly note that the above terms are subject to change at the sole discretion of Company.

Your joining is subject to the satisfactory verification of the documents and details mentioned in your application form and/or any information furnished at the time of interview, in addition to have fulfilled the eligibility criteria. Deviation in any of this, would result in cancellation of your selection in the organization.

We look forward to having a long and fruitful relationship with you at Birlasoft Ltd., wish you all the best!

Yours sincerely,

Raihan Shahzada Assistant Vice President- Talent Acquisition For Birlasoft (India) Limited

P want chronoste

#### **Birlasoft Limited**

(Formerly KPIT Technologies Limited) The Assotech Business Cresterra Tower 3, Plot no 22, Noida-Greater Noida Expressway, Sector 135, Noida (UP) 201301, India Tel: +91 120 6629000 | contactus@birlasoft.com | www.birlasoft.com Registered Office: 35 & 36, Rajiv Gandhi Infotech Park, Phase - I, MIDC, Hinjawadi, Pune MH 411057 IN CIN: L72200PN1990PLC059594

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## Mphasis-Letter Of Intent!!

1 message

**Mphasis - Campus Hiring** <campushires@mphasis.com> To: preethikurdunje@gmail.com <preethikurdunje@gmail.com> Cc: Shraddha Hande <Shraddha.Hande@mphasis.com> Fri, Oct 4, 2019 at 13:34

Ref.No- MPHTH2020-1044

Dear Preethi Vijayadas Shetty,

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.

# **BOTTLE LAB TECHNOLOGIES PVT LTD**

HTC aspire, 4th Floor (401) No. 19, Ali Askar Road, Bangalore, Karnataka -560052 www.thesmartq.com CIN: U72900KA2015PTC080475 E-mail: support@thesmartq.com Contact number: +91 8043758844



#### 07.01.2022

To, **Mr. Priyanshu Pareta** Bangalore

#### Subject: Offer letter

This is with reference to your application for the post of **Software Engineer** in our Company. We are pleased to appoint you with effect from **10.01.2022** as per the following terms and conditions.

For efficient and smooth functioning of the office, it is necessary to frame the rules and regulations which are currently in force and which may be introduced, altered or amended from time to time

#### KINDLY TAKE NOTE OF THE FOLLOWING:

- 1. You will be designated as **"Software Engineer"** and the job role details will be explained to you in detail on your first reporting day.
- 2. You will be entitled for a CTC of INR 11,00,000 (Rupees Eleven Lakh only) per annum, CTC subjects to any statutory deductions as applicable from time to time.
- 3. This offer letter is valid only for duration of 2 days from the date of offer. If you fail to revert back with your signed copy, the offer will be deemed void.
- 4. Your signature on this agreement shall be legally binding for you to join our company on the above-mentioned date. This offer is valid only if you join the organization by (10.01.2022). Failure to report at the specified office on the said date shall be deemed as "No-Show". In Such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.
- 5. The first six months after receiving the Appointment letter will be considered a period of probation, wherein the management will observe closely if the employee is performing as per the standards set forth by the company during the interview. If, the company standards



Planarind Online Services India Private Limited Co. Reg. No. U72900TN2015PTC099523

#### **PRIVATE & CONFIDENTIAL**

Date: 15<sup>th</sup> January 2021

To **Ramachandra Vinayak Hegde** S/o: Vinayak R H, at/post: Hegdekatta, Tq: Sirsi, Uttara Kannada, Karnataka -581403

#### LETTER OF EMPLOYMENT

#### Dear Ramachandra,

We are pleased to offer you the position of **Software Engineer** with PlanarInd Online Services India Private Limited ("us" or the "Company"), upon the terms hereinafter appearing.

- 1. Job Duties and Commencement Date: You will begin work on **18<sup>th</sup> January 2021**. Your duties shall include the following:
  - (a) Be a part of the development team on the Welnvest platform and associated products
  - (b) Ensure timely delivery of various planned initiatives, be it product, technical or other improvements
  - (c) Work with the rest of the Software Development team on various parts of the software lifecycle.

This is list is not exhaustive or final, and will be subject to revisions from time to time.

- 2. Place and Hours of Work:
  - (a) Your official place of work shall be Enzyme Tech Park, #480, 27<sup>th</sup> main road, Sector 2, HSR Layout, Bangalore 560102 or as directed by the *Company* from time to time. In events where you are assigned to projects that require onsite deployments, the *Company* may require you to travel and work at client locations, both within and outside India. You will be reimbursed all reasonable travel and stay expenses incurred by you in the course of performing your duties in accordance with the *Company's* travel policy.
  - (b) The typical work week constitutes of 40 hours between Monday and Friday and subject to our Flexiwork policy. Your immediate manager will determine work hours from time to time.
  - (C) You may be required to commit additional working hours for the performance of your duties as requested by the management of the *Company*.
- 3. **Probation:** You will undergo probation for the first 90 days of your employment with us. We may extend your probation period at our sole discretion. During your probation either party can terminate employment by giving at least 24 hours' notice in writing.



Planarind Online Services India Private Limited

#### 4. Salary and Bonus:

You will be paid an Annual gross remuneration of **INR 5,00,000/-** ("Gross Cash Remuneration"). Payment of bonuses are subject to the employee being on the rolls of the company and not serving notice on the date of Payout. The monthly salary, including deductions and claims, will be paid to you by cheque or bank transfer no later than 10<sup>th</sup> of the following calendar month. We may review your salary from time to time at our discretion and based on your performance.

#### 5. General Duties and Reporting Lines:

- (a) As you will be a full-time employee, you are required during working hours to devote substantially all your time, attention and skill to your work, to faithfully and diligently perform your duties in the best interests of the *Company* and to obey all lawful directions given to you by your immediate supervisor or the management of the *Company*. In light of the foregoing, if you wish to engage in any other business outside of your employment with us (which is of a commercial nature and subject to paragraph 8 of this letter), you shall inform us of the same and any such engagement shall be subject to prior approval from the management of the *Company*. Such engagement, if approved, shall not affect the performance of your duties in the *Company*.
- (b) You shall directly report to the Engineering Manager, in absence of whom, you will report to the Chief Delivery Officer.
- 6. **Confidentiality:** You shall not at any time during the course of your employment or at any time after your employment has terminated disclose to any person any confidential information obtained in the course of your employment. Confidential information includes and is not limited to trade secrets, business plans, strategies, financial information and any other information that will affect our competitive position and that is not available to the public (the "Confidential Information"). Notwithstanding any other provision in this letter, in the event that the *Company* obtains Confidential Information from any third party, you shall not without the written consent of the *Company* at any time (either during your employment hereunder or after the termination of your employment) infringe restrictions on disclosure agreed to by the *Company* and made known to you.
- 7. **Non-Competition:** You agree that you shall not, without the prior written consent of the Company, during the course of your employment and for a period of 1 year from the last day of your employment with us (the "Relevant Period""):
  - directly or indirectly be engaged in any other business which is the same as, similar to, or competes with the business of the *Company* whether as employee, volunteer, or contractor so as to harm the goodwill of the *Company*;
  - (ii) directly or indirectly be engaged in any other business whether as principal, partner, director, or agent so as to harm the goodwill of the *Company*;
  - (iii) invest in, be concerned or interested in any other business save for the holding of not more than 5 per cent of the share capital of a company whose shares are listed on any stock exchange; and



Planarind Online Services India Private Limited

- (iv) endeavour to entice away from the Company any employee with whom you have, during the course of your employment, worked, or had personal dealings with at any time;
- (v) solicit business from, or endeavour to entice away from the Company any person, firm, company or organisation who or which is and has been, at any time within the 12-months period immediately preceding the termination of your employment (the "Contact Period"), a client of the Company or a client who is in the habit of dealing with the Company or in respect of which the Company has formally tendered for work and with whom or which you had, during the course of your employment, direct dealings or personal contact during the Contact Period, so as to harm the goodwill of, or so as to compete with, the Company; and
- (vi) directly or indirectly interfere or seek to interfere with the continuance of goods and/or services to the Company from any supplier who has been supplying goods and/or services to the Company if such interference causes or would cause that supplier to cease supplying, or to materially reduce its supply of, those goods and/or services to the Company.
- 8. Intellectual Property Rights: All intellectual and industrial property rights arising out of or otherwise in connection with carrying out of your duties during your employment with the Company shall immediately be assigned to and vest in the Company or such other person as may be nominated by the Company as such rights are created. All information, reports, studies, object or source codes, flow charts, diagrams and other tangible or intangible material, as well as all drafts notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related to any products or services developed by the Company (collectively, the "Inventions") of any nature whatsoever produced by you or as a result of you performing your duties to the *Company* during your employment under the *Company* and all copies of the foregoing shall be the sole and exclusive property of the Company. You hereby irrevocably grant, assign and transfer to the Company all right, title and interest of any kind, nature or description in and to the Inventions, including copyrights, trade secrets and other intellectual property rights, as well as in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. You shall promptly disclose to the Company and assign any and all interest in any invention, improvement or discovery made or conceived by you, either alone or in conjunction with others, which arises in the course of your duties to the Company.

You further agree that you shall, whether during or after the term of your employment with the *Company*, execute all documents and do all such acts and such things as may be necessary or requested by the *Company* in order to ensure that such intellectual property rights vest exclusively in the *Company*.

9. No Use of Name: You shall not at any time even after the expiry of the Relevant Period use any name in such a way in relation to any trade, business or corporation as to be capable of, or likely to be confused with, the name and/or the goodwill of the *Company*.



Planarind Online Services India Private Limited

- 10. **Reasonableness:** The provisions of paragraphs 6, 7, 8, 9, 16 of this letter shall survive the termination of your employment contract and your employment with the Company, howsoever the same may arise. We agree that if any such restrictions shall be regarded as exceeding what would be reasonable for such protection but would be valid if part of the wording were deleted or reduced in scope, then we agree that these restrictions shall apply with such modifications as may be necessary to make them valid and effective.
- 11. Annual, Medical, and Hospitalisation Leave: You are entitled to 24 days paid leave for each full year of completed employment with us which will be pro-rated according to the number of days you are employed by us in each calendar year. All leave is subject to our approval. If hospitalisation is required, you will be entitled to the lesser of 60 days in each calendar year or the number of days you are hospitalised. The aforesaid leave is in addition to the public holidays as gazetted in India. You will also receive benefits under the Group Medical and Group Personal Accident covers subscribed to by the company and communicated to you from time to time.
- 12. **Termination by Notice:** Upon confirmation of employment, either party may terminate the employment by giving 30 days prior written notice. The company, may, at its sole discretion, allow a lower notice period by accepting salary in lieu of the notice period waived. The company reserves the right to not to give any reasons for termination.
- 13. **Termination for Cause:** Notwithstanding any other term of this letter, your employment with us may be terminated immediately by us, without prejudice to and in addition to any other remedy available to us and without notice or compensation, in the event you are found to be negligent or incompetent in your work, or guilty of insubordination, you do not comply with the reasonable requests of the management, or you are found to be in breach of the terms contained herein.
- 14. **Return of Documents:** Upon termination of your employment you shall return to the authorized representatives of the *Company* in proper order and condition all documents, records, items and materials in your possession or custody relating to the business of the *Company* and/or belonging to us or our clients and you shall not retain any copies in any form or media.
- 15. **Survival of Specific Provisions:** The provisions of paragraphs 11, 12, 13 and 14 of this letter shall survive the termination of your employment contract and your employment with the *Company*, howsoever the same may arise.
- 16. Entire Agreement: The terms of this letter, together with such other terms as the *Company* may apply to your employment from time to time in its discretion, constitute all the terms of your employment with the *Company*, and supersedes all previous representations, statements, understandings and contracts of service between us and you (if any). Notwithstanding the foregoing, the *Company* reserves the right to modify the terms of your employment from time to time in its discretion and the employee will be notified before such modifications come into effect.



17. **Governing Law:** The terms of this letter shall be governed by and be construed in accordance with the laws of India and the *Company* and you hereby submit to the non-exclusive jurisdiction of Indian courts in connection with any dispute or matter arising hereunder.

Please confirm your acceptance by signing the enclosed duplicate of this letter in the place indicated and returning the same to us. We look forward to your joining us and we take this opportunity to welcome you to our *Company*.

Sincerely, Bangalor Basava/Kumar CS

For: Rajesh Arjunlal Jaisingh <COO, Welnvest>

I accept the above terms and conditions.

Name: PAN: Ramachandra Vinayak Hegde BAJPV9563K

Date:



# Offer: Computer Consultancy Ref: TCSL/CT20192669903/Bangalore Date: 12/09/2019

Ms. Saumya Chethana Ladies HostelDr. Ambedkar Institute Of Technology, Nagarbhavi, Bangalore-560056, Karnataka. Tel# -

Dear Saumya,

## Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,024/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

TCS Confidential TCSL/CT20192669903

# TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 1

#### 16 January 2020

To Sharnya Bhat #203 29th Cross 2nd Block Rajajinagar Bangalore,KA





Juniper Networks India Private Ltd. STPI Unit, a wholly-owned subsidiary of Juniper Networks, Inc. (hereinafter referred to as the "the Company"), takes pleasure in confirming you as an **Intern 3 Software Engineering** with the Company by this Internship Letter ("Internship") upon the following terms and conditions:

#### 1. Internship

Your Internship with the Company will commence from **27/01/2020** and will end on **30/06/2020**. The Company is not obliged to provide you employment in the Company after completion of your internship with the Company.

You will report directly to **Subodh Kumar** or such other person as the Company may designate. During your Internship, you will perform all acts, duties and obligations and comply with such orders as may be designated by the Company. Currently, the tasks expected to be performed by you are mentioned in Annexure A.

You shall devote your full business efforts and time to the Company and agree to perform your duties faithfully and to the best of your ability. You agree not to engage in any other internship, employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Company.

#### 2. Stipend

Your gross monthly stipend will be **INR 31,800.00** which is subject to the local withholding taxes and other statutory deductions as mentioned in Annexure B. Please understand that stipend details are confidential. These details are between you and the Company. We request that stipend details not be discussed with other employees.

#### 3. Expenses

The Company shall reimburse you in respect of (a) such expenses as may be incurred by you while engaged in the business of the Company as the Company, in its discretion, shall consider reasonable; and (b) expenses in connection with your operation of a vehicle in connection with the business of the Company, subject to your provision to the Company of proper receipts or other evidence of such expenditure, in accordance with the rules and procedures established by the Company from time to time.

#### 4. Place of Work and Hours of Work

Your place of work will be **Bangalore**, **IND Elnath-Exora** However, you may be required to work at any other premises which the Company currently has or may later acquire. You may also be required to travel within India and abroad for the performance of your duties. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 8.30 a.m. to 5.30 p.m. (subject to a lunch break of one hour), Monday to Friday in each week during your internship with the Company.



Juniper Networks, India Pvt. Ltd. 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Electra Exora Business Park Marathahalli-Sarjapur Outer Ring Road Bengaluru-560 103, India, o +91 80 6121 0100 f +91 80 6121 0590 CIN: U72200MH2000FTC126336 Email:India-support@juniper.net Registered Office: Juniper Networks, India Pvt. Ltd. Unit #103, 1<sup>st</sup> Floor, Platina Plat # C-59, 'G' Block, Bandra Kurla Complex Bandra East, Mumbai – 400 051, India 0 +91 22 6121 3700 f +91 22 6121 3709

www.juniper.net

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

#### 5. Holidays and Leaves

You are entitled to public holidays, annual leaves, sick leave and casual leaves in accordance with Juniper policies and applicable local legislation of the state of your posting and after taking prior written approval from the Company.

#### 6. Company Policies

During your Internship with the Company, you shall observe and comply with all policies, rules and/or regulations of the Company as may be made or amended from time to time.

#### 7. Termination

Either party may terminate your internship before the end date specified in Paragraph 1 on one month's written notice or payment in lieu of any shortfall of written notice.

The Company reserves the right to terminate your internship contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct, persistent unpunctuality, neglect of duty, material breach of any of the terms of your Internship or on any other ground as per applicable law.

#### 8. Return of Company Property

All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during the course of your Internship shall be the property of the Company and shall be surrendered by you to a person duly authorised in that behalf at the termination of this Internship or at the request of the Company at any time during the course of your Internship.

You must not destroy or damage any Company Property (including, for the avoidance of doubt, any electronic materials) prior to their return, unless otherwise directed by the Company in writing.

9. Confidentiality and Intellectual Property

You shall not, during the continuance of your Internship or after its termination, disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organisation, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your Internship and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business.

You may be required to sign and return a copy of the attached Confidential Information and Invention Assignment Agreement.

#### 10. Representation

In the event of termination of your Internship, you agree that you will not at any time after such termination represent yourself as still having any connection with the Company or any Associated Company save as a intern for the purposes only of communicating with prospective employers or complying with any applicable statutory requirements.

#### 11. Severability

If any of the terms of this Internship Agreement is in conflict with any rule of law or statutory provision or is otherwise

# Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

unenforceable or invalid under any applicable law or regulation, such invalidity or unenforceability shall not invalidate, impair or effect any of the remaining terms of this agreement and this agreement shall continue in full force and effect.

12. Entire Agreement

This Internship Agreement supersedes and cancels all previous agreements and undertakings between the Company and you with respect to your appointment as intern whether such be written or oral.

13. Governing Law and Jurisdiction

This Internship Agreement shall be governed by and construed in accordance with the laws of India and courts of **Bangalore** courts shall have the non-exclusive jurisdiction to deal with the any dispute arising out of this Agreement.

We are excited at the possibility of having you as part of the Juniper team and hope that you share our enthusiasm. We believe that this is a tremendous opportunity for you to be a part of the cutting-edge product development team. Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate of this Internship Agreement.

Yours sincerely

Jai Prashanth Manager, Talent Acquisition Juniper Networks India Private Ltd.

Acceptance

I, Sharnya Bhat hereby confirm acceptance of all of the above terms and conditions.

Signature:

Date:

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39



#### Annexure A

Expected tasks to be performed by the Intern

- 1) Comprehend the Problem definition of the Project.
- 2) Thorough due diligence of the Technology Choices and Recommend the best Technology
- 3) Learn domain details, design and implement a prototype
- 4) Understand and use Juniper software development process
- 5) Make Project Status Presentations to the Managers every month.
- 6) Follow the project schedule and deliver results on time.

Annexure B

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

Components	Amount in INR (Per Month)	
Basic Salary	15,000.00	
Special Allowance		
	16,800.00	
Provident Fund*(Employer Contribution)	1,800.00	
Total	33,600.00	

\*Provident Fund – Paid in accordance with Provident Fund Legislation and matching contribution is deducted from stipend every month



Arcadis Consulting India Pvt Ltd (SEZ unit) (Formerly Hyder Consulting India Pvt Ltd) Karle Town Centre, Hub 1,11th Floor 100 Ft Kempapura Road, Nagavara, Bangalore-560045 T (+91) 63664 09171 www.arcadis.com

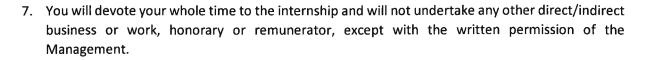
6-March-20

Shreya Rai S Flat No. 205, D X Max Sheltons, Near Govt School, NGEF Layout, Mallathahalli Ullalu, Upanagara, Banaglore – 560056 Karnataka

Dear Shreya,

With reference to your application dated 14<sup>th</sup> January 2020 and subsequent interview held with us, we are happy to engage you as a **Project Intern**, on the following **Terms & conditions**:

- 1. Your Internship will be for a period of two months, starting from 9<sup>th</sup> March 2020 up to 8<sup>th</sup> May 2020.
- 2. You will be paid a stipend of **Rs. 10,000 only** per month. As an intern, you will not be entitled to any other benefits/privilege available to full term employees.
- 3. It is clearly understood and agreed that as an intern you will not have lien or right on the regular job, either during the initial or the extended period of internship even if there is a vacancy.
- 4. The initial period of your internship is for two months from the date of your joining which will come to an automatic end on the expiry of the period. If your progress and interest is not found satisfactory during this period, this offer shall be liable to termination of this offer.
- 5. This offer is further subject to verification of the particulars given by you on your application form. In case, any particulars mentioned by you in the application are found false or incorrect. your internship shall be terminated with immediate notice.
- 6. During the period of internship, you will submit a monthly report on or before 7<sup>th</sup> day of the following month to your reporting manager with a copy to HR. The report shall detail the summary of the project during the month, with a review of your recommendation.
- 7. You will devote your whole time to the internship and will not undertake any other direct/indirect business or work, honorary or remunerator, except with the written permission of the Management.



ARCADIS

- 8. You will not give to any one, by word of mouth or otherwise, particulars or details of our work processes, technical know-how, or of administrative and/or organizational matters, whether of confidential or secret nature that becomes known to you for being associated with our company as an intern.
- 9. Notwithstanding any of the clauses of this letter of internship, the Management reserves the right to terminate your engagement without assigning any reason and without notice during your internship period.
- 10. On the day of starting your internship with us you will need to sign our NDA and Arcadis General Business Principles (AGBP).
- 11. Hours of work:
  - Your normal hours of work are from 9:00 am to 5:30 pm, Monday to Friday, excluding public holidays.
  - You will be required to comply with any time keeping or recording-keeping scheme existing in the company.
- 12. Location: You will be posted at Bengaluru
- 13. You will report to Senior Consultant for the entire period of the internship.

If you accept the above terms, you are required to return the copy of this letter of offer duly signed by you in token of your acceptance.

Wishing you the best.



Accepted

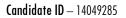
Signature

Name: Shreya Rai S Date:

# Cognizant

#### 28-Jan-2020

Dear Shruti Sinha, B.Tech/B.E., Information Science Engineering DR AMBEDKAR INSTITUTE OF TECHNOLOGY





In continuation to our discussions, we are pleased to offer you the role of **Programmer Analyst Trainee** in **Cognizant Technology Solutions India Private** Limited ("Cognizant").

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.401,986/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs.23,986/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your annual Total Remuneration (ATR) would stand revised to **Rs.455,880/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs. 24,880/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

Your appointment will be governed by the terms and conditions of employment presented in **Annexure B**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Cognizant is keen that there is a secure environment for clients and internally too. You are required to be registered with the National Skills Registry (NSR) and provide the ITPIN while joining the organization. Please refer Annexure B for more details.

#### Please note

• This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

• Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2cognizant.cognizant.com

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.,

S. Gray

Suresh Bethavandu **Global Head-Talent Acquisition** I have read the offer, understood and accept the above mentioned terms and conditions.

Signature :

Date:

# Cognizant

#### Annexure A

Ν	lame: Shruti Sinha Designation:	Programmer Analys	t Trainee
SI. No.	Description	Monthly	Yearly
1	Basic	10375	124,500
2	HRA @60% of basic*	6225	74,700
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7175	86,100
	Annual Gross Compensation		355,500
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		378,000
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		18,000
	Gratuity		5,986
	Annual Total Remuneration		401,986

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

# Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser. ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter. Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month. ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

\* Flexible Benefit Plan: Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- 1. Choose from a bouquet of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* Incentive Indication: Incentive amount may be higher, lower or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for a calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

\*\*\* Language Premium: This allowance is applicable only for Japanese, German & French language. It will be paid along with the Apr, July, Oct and Jan payroll for the previous quarter and will be subject to tax deductions as applicable in India. The amount will be pro-rated to the duration spent with Cognizant India and will be

Rl'qd. Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097



paid out on the condition that you continue to use the foreign language skill as required by your role/project/account.

\*\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

Note: Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.

Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

Login to https://onecognizant.cognizant.com->Total Rewards App for more details



#### **APPOINTMENT LETTER**

30 Jun, 2020

Dear Suma YK,

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.
- The retirement age is 58 years. c.
- 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.
- The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining, g.

Signature Not Verified Digitally signed by SUMIL KALACHAR Date: 2020.06.30 1943:35 IST Reason: Campus Offer Letter Location: Bengaluru

Registered Office:

India

Wipro Limited T :+91 (80) 2844 0011 Doddakannelli F:+91(80)28440054 Sarjapur Road E :info@wipro.com Bengaluru 560 035 W : wipro.com C : L32102KA1945PLC020800

Sensitivity: Internal & Restricted Page 1 of 19



#### 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.

Sensitivity: Internal & Restricted Page 2 of 19

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





- 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).

Registered Office:

 Wipro Limited
 T : +91 (80) 28

 Doddakannelli
 F : +91 (80) 28

 Sarjapur Road
 E : info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C : L32102KA1

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

Sensitivity: Internal & Restricted Page 3 of 19



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.

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- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

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

#### **10. Training Agreement:**

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **atleast** 12 months commencing from the date of 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.

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## 12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager - Talent Acquisition

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

I shall be reporting for duty on \_\_/\_/\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_ /\_ /\_\_\_

Place:



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## **ANNEXURE I**

## **DECLARATION ON CONFLICT OF INTEREST**

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

#### Noted below are a few examples of conflict of interest:

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

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

Name:

Date: / /

Signature:....

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### 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:

- 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: <u>policyclearinghouse@wipro.com</u>.
- 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 Regulate, Monitor Report Trading Insiders. to and by Or write to policyclearinghouse@wipro.com

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# **ANNEXURE II**

# PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I -----, 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."

Name:

Date: \_/\_/\_\_\_

Signature.....

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## **ANNEXURE III**

# SALARY OFFER SHEET

: Suma YK Name

Career Group: TRB – II

Position : Project Engineer

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

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\*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.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two a. 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
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI C. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: \_/\_\_/

Signature:....

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## 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.

Name:

Date: / /

Signature:....

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## ANNEXURE – V

### Variable Pay - A BRIEF OVERVIEW

#### Variable Pay Policy Summary & Computation:

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

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

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

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

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2020-21.

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## 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.

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## 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.

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## **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:
  - Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. i. 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.

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## SUMMARY - SOCIAL SECURITY & OTHER BENEFITS\*

## <u>Medical</u>

accessible on joining.

- <u>Medical Assistance Program (MAS)\*\*</u>: 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.
- 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
- 3. <u>Annual Health check</u>: Company paid Annual health check-up program is available for employees above 40 years of age.

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

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

#### Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members. E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\%$  = Rs. 6,480 per month as supplementary pension payable. \*Grade Factor is a band specific pre-defined 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.

<u>Contingency Loan</u>: 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.

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### 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.

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# HRD/FINALSEMTRG/2019/13524715

January 29, 2020

Vatsala V.

Dr Ambedkar Institute of Technology

# Dear Vatsala,

1.	Program Date	:	February 3, 2020
2.	Duration of the program	:	14 to 16 weeks
3.	Location	:	Mysore, India

Please note that you will be required to make your own arrangements for travel to Mysore (or any other Infosys location that may be communicated to you by Infosys) and from Mysore upon completion of the Program., Should you be required to travel to offices of Infosys located in different cities as part of your Program, Infosys shall bear the cost of such travel. Please note that your entitlements shall be communicated to you at that time.

A break-up of the benefits that you are eligible for is mentioned below:

Accommodation	Provided by Infosys at no charge for the entire duration of the Program
Stipend	Rs.10,000/- per month

You would also be covered under the Personal Accident Insurance and Hospitalization Insurance Policy of Infosys for the duration of your Program. If you require additional coverage, you would need to obtain this in your personal capacity.

If you are required to use the bus, library and fitness facilities (if any), you shall be provided access during the period of your Program in accordance with policies of Infosys.

For the duration of the Program, you will be required to adhere to certain policies / practices that are applicable to employees of Infosys, including but not limited to the Trainee's obligations as per the Training Agreement. Additionally, you may be required to sign agreements with Infosys, at the sole discretion of Infosys, relating to protection of Infosys confidential and proprietary information. Infosys disclaims all liability and responsibility for acts or omissions by you that are in violation of any law, guideline, rule or regulation.

Digitally signed by RICHARD LOBO Date: 2020.01.29 18:41:31 +05:30 Reason: Internship Offer Letter Location: Bangalore



Please note that the Training Agreement may be terminated by Infosys as per Clause 6 of the said Agreement.

Please sign and carry duplicate copy of this letter and the attached undertaking at the time of joining indicating your acceptance of these terms. You are requested to read and retain the instructions attached to this letter.

If there are any changes to the terms and conditions mentioned above, we will revert with another letter as soon as possible.

Thanking you,

Yours sincerely,

RICHARD LOBO EVP - Head HR



Dear Vatsala,

We would like to ensure that you are updated on a few things in order that your assignment with Infosys is productive and enjoyable.

You will be required to report at the following address:

Infosys Limited

Offshore Development Centre

Hebbal Electronics City, Hootagalli,

Mysore - 571186, INDIA

You are expected to arrive at our Mysore campus a day before your joining date and accommodation will be provided from then on. Please note that accommodation will be provided only for you from a day before your joining date. In case any of your family members accompany you then they will have to arrange for their accommodation outside the campus at their own expense.

You will be given an access card for the duration of your Program in order that your movements within the premises are not curtailed. You are expected to carry it at all times.

You are required to work from Monday through Saturday as per the regular working hours of Infosys which will be communicated to you at the time of joining.

At the end of the Program, you will be required to make a presentation on your project and hand over a copy of your project report to your Project Mentor.

# Infosys Dress Code

1) For Gentlemen:

# Mondays and Tuesdays:

You are expected to dress in business formals, i.e., a full-sleeved shirt, formal trousers, formal shoes and a tie.

Note: Do not remove the tie once you enter the campus.

Wednesdays and Thursdays:

You may opt to wear a full / half-sleeved formal shirt, but formal trousers and formal shoes (brown, black or tan) are a must.

### Fridays and Saturdays:

You may opt to wear jeans, a t-shirt, and sports shoes. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.



2) For Ladies:

## Monday to Thursday:

You are expected to dress in western business formals, saree or salwar / churidar-kameez.

# Fridays and Saturdays:

You may opt to wear jeans and a t-shirt. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

# **UNDERTAKING**

I, \_\_\_\_\_\_, do hereby agree to abide by the policies, rules and regulations governing employees of Infosys in their conduct and those specified in the Standing Orders. I acknowledge and agree that Infosys has no liability and responsibility for all acts or omissions by me that are in violation of any law, guideline, rule or regulation during the period of the Program.

Signature	:	
Name	:	
Date	:	



# TRAINING AGREEMENT

This Agreement is made as of \_\_\_\_\_\_(the "Effective Date") between Infosys Limited, a corporation organised and existing under the laws of India and having its primary place of business at 44 Electronics City, Hosur Road, Bangalore 560 100, India and its Affiliates ("Infosys" hereafter) represented by

AND

	("Trainee" hereafter), Son/Daughter of	, and a permanent
resident of		_

**WHEREAS** Infosys is a reputed Indian company operating globally and engaged in the business of development of solutions for Information Technologies & the Information Technologies Enabled Services sector; and

**WHEREAS** the Trainee is desirous of completing his/her training at the designated Infosys Campus and receiving formal, effective, technical and practical training from Infosys enabling him/her to independently function as a competent professional of the Information Technology sector ("**Program**" hereafter) after completing his/her graduation course and thereby becoming commercially viable to any organisation that he/she wishes to join by meeting the business needs, parameters, standards and efficiency levels required by the organization.

**WHEREAS** the Trainee is aware that the Program would comprise of courses, modules, prescribed programs by Infosys which involves the expenditure of substantial sums of money by Infosys in the form of substantial costs, expenses, man hours spent in imparting the training ("Fees" hereafter); and

**NOW THEREFORE,** for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows:

# 1. **DEFINITIONS:**

- 1.1 "Affiliate" of Infosys shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with Infosys. "Control" for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.
- 1.2 "Agreement" shall mean this agreement between Infosys and the Trainee.



- 1.4 "Confidential Information" shall include, but is not limited to (i) all forms of information provided to the Trainee as per the prescribed module or otherwise, during the Program; and (ii) includes trade secrets or other information relating to the affairs, finances, business practices, clients, connections or business plans of the Infosys to which the Trainee gains access in the duration of the Program, but does not include information or knowledge which has come into the public domain.
- 1.5 "Date of Joining Confirmation Letter" shall mean the letter issued by Infosys after the Offer Letter informing the Trainee of the details of his/her joining Infosys as an employee.
- 1.6 "Employee Handbook" shall mean the employee handbook applicable to all employees of Infosys during the entire tenure of their employment.
- 1.7 "Fees" shall include the meaning ascribed to it in Clause 3.1.
- 1.8 "Misconduct" shall, for the purpose of this Agreement, would have the same meaning ascribed to it in the Standing Orders of Infosys
- 1.9 "Infosys Campus" shall mean any development centre and/or office premises Infosys.
- 1.10 "Offer Letter" shall mean the letter given to the Trainee providing him/her with an offer to join Infosys after the successful completion of the Program as a full-time employee in the capacity of a systems engineer, subject to terms and conditions contained in the offer letter.
- 1.11 "Project" shall mean the mandatory final semester college project work as part of his/her curriculum in his/her college.
- 1.12 "Program" shall include the meaning ascribed to it in Clause 2.
- 1.13 "Standing Orders" shall mean the Standing Orders issued by Infosys (applicable to all its employees) in accordance with Section 7 of the Industrial Employment (Standing Orders) Act 1946.



# 2. **PROGRAM:**

- 2.1 The Program would commence from **February 3, 2020**
- 2.2 The Program would be conducted at any designated Infosys Campus, and such information shall be provided to you separately by authorized Infosys personnel.
- 2.3 The Program would comprise of a technical project(s) where the Trainee would be allocated to a team mentored by project managers and programmer analysts of Infosys.
- 2.4 The Program may require the Trainee to work with the latest tools, technologies and frameworks used in and by Infosys and/or used in the Information Technology sector globally.
- 2.5 The Program may require the Trainee to undergo the entry level training program prevalent at any Infosys Campus.
- 2.6 The Program will require the Trainee to be assessed on his soft skills by relevant personnel designated by Infosys.

# 3. FEES

- 3.1 The Fees for the Program imparted to the Trainee would be an amount of INR 25,000/- (Rupees Twenty Five Thousand only).
- 3.2 The Trainee agrees that he/she shall be liable to pay Infosys all costs and expenses incurred in or connected with training as stipulated in clause 3.1 of this Agreement, in the event of –

3.2.1 Not joining Infosys as an employee after an Offer of employment has been extended by Infosys to the Trainee; or

3.2.2 The Trainee has become ineligible for employment by Infosys due to non-fulfillment of the terms and conditions of the Offer Letter.



# 4. INFOSYS' OBLIGATIONS

- 4.1 Infosys shall ensure that the Trainee is given every possible opportunity to complete his/her Project during the course of the Program.
- 4.2 For the above-mentioned completion of the Trainee's Project, Infosys shall allow the Trainee extensive use of the facilities which were ordinarily available to the Trainee during the Program.
- 4.3 Infosys shall provide for free accommodation within the designated Infosys Campus to the Trainee for the duration of the Program.

# 5. TRAINEE'S OBLIGATIONS

- 5.1 The Trainee, during the course of the Program, would have to follow all rules and regulations and all company policies that would normally be applicable to any other employee of Infosys.
- 5.2 The Trainee shall attend the full duration of the Program and shall be granted leave of absence at the sole discretion of Infosys.
- 5.3 The Trainee shall faithfully and diligently undergo and imbibe the Program strictly in a manner prescribed by Infosys.
- 5.4 The Trainee shall not commit any act(s) of misconduct, indiscipline, refusal to obey orders or any other act(s) which impedes the process of the Program.
- 5.5 The Trainee shall not disclose any Confidential Information to any party without the prior written approval of Infosys.
- 5.6 Notwithstanding any other provision of this Agreement, the Trainee shall be required to follow a 6 (six) day working week as part of the Program.

# 6. TERMINATION BY INFOSYS

- 6.1 Infosys has the right to terminate this Agreement at any point of time if the Trainee is found to commit an act of Misconduct.
- 6.2 Infosys has the right to terminate this Agreement with immediate effect at its own discretion without assigning any cause or reason thereof.
- 6.3 Infosys has the right to terminate this Agreement with immediate effect if the Trainee is found to disclose any Confidential Information to any party without its prior written approval to the same.



6.4 Any intimation of termination of this Agreement by Infosys shall be in writing and shall be signed by a manager/officer of Infosys generally or specifically authorised in that behalf and shall be issued to the Trainee concerned.

# 7. TERMINATION BY TRAINEE

7.1 The Trainee has the right to terminate this Agreement if the Program does not commence by **February 3, 2020**.

# 8. CONSEQUENCES OF TERMINATION:

- 8.1 Upon termination of this Agreement by Infosys on any ground(s) as per Clauses 6.1 and 6.3 of this Agreement, the Trainee shall be obliged to:
  - 8.1.1 Pay the Fees as per Clause 3.1 of this Agreement;
  - 8.1.2 Return all tangible forms of Confidential Information to Infosys.
  - 8.1.3 Leave the designated Infosys Campus with immediate effect.
- 8.2 Upon termination of this Agreement by Trainee as per Clause 7.1 of this Agreement, the Trainee shall be obliged to:
  - 8.2.1 Return all tangible forms of Confidential Information to Infosys.

8.2.2 Leave the designated Infosys Campus with immediate effect, if the Trainee is already in Infosys Campus.

# 9. **REPRESENTATIONS AND WARRANTIES:**

- 9.1 The Trainee fully understands the implications and obligations contained in this Agreement and have no objection(s) thereto.
- 9.2 The Trainee represents that he/she has acquired all relevant/requisite permission(s) from College Authorities in order to participate in this Program and that the College Authorities fully understand the implication(s) of this Agreement and have no objection(s) thereto.
- 9.3 The Trainee shall use his/her best endeavours to complete his/her Project and in the event of his/her not completing the Project, shall not hold Infosys liable thereto.



# **10. GENERAL PROVISIONS**

- 10.1 Non-Waiver and Amendment: No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Infosys and Trainee. The failure of either Infosys or Trainee at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 10.2 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- 10.3 Assignment: Infosys shall have the sole right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. The Trainee shall not assign any of its rights or obligations under this Agreement. Any assignment in contravention of these terms and conditions shall be null and void.
- 10.4 Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.
- 10.5 Governing Law: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of India.
- 10.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 10.7 For the avoidance of doubt, this Agreement shall be effective only when signed by both parties.
- 10.8 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.



- 10.9 This Agreement, including any annexure attached hereto, sets forth the entire agreement and understanding of Infosys and the Trainee with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.
- 10.10 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Yours truly,

RICHARD LOBO EVP - Head HR

Accepted:

[Vatsala V]

Date:\_\_\_\_\_



8<sup>th</sup> July, 2021

Mr. Venkata Saipavan Kumar Offer of Employment from Wavelabs Technologies Pvt.Ltd

Dear Saipavan,

We are very pleased to welcome you to the Wavelabs family as one of its most valuable members and hereby enclosed are the terms of your continuing employment with Wavelabs Technologies Pvt.Ltd, in the designation of **Trainee.** Your start date is 19<sup>th</sup> July, 2021.

1. Salary. Your salary is Rs.3,00,000 (Three Lakhs Only) per year, a detailed breakup of the fixed component is given in the annexure 'A' contained in this letter. Your Salary is subject to periodic review and adjustment in accordance with the Company's policies in effect from time to time.

2. **Insurance and other Benefits.** You will continue to be eligible to participate in the company's insurance programs and other employee benefit plans established by the Company for its employees from time to time in accordance with the terms of those programs and plans. The Company reserves the right to change the terms of its programs and plans at any time.

3. **Confidentiality**. As an employee of the Company, you have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will sign the Company's standard Employee Confidentiality Agreement (the "*Non Disclosure Agreement*," the terms of which are incorporated by reference herein) as a condition of your employment. We wish to impress upon you that we do not want you to, and we have directed you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you have agreed and continue to agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company.

4. **Resignation.** Upon resignation, you need to serve a notice period of 3 months to the organization which will be entirely at the discretion of the management.

Pavar Kumar



**5. Termination.** If, at any time, (i) you resign your employment for any reason, (ii) the Company terminates your employment for any reason, or (iii) either party terminates your employment as a result of any reason, you will receive your Salary accrued through your last day of employment.

6. Entire Agreement. This Letter, including your Non Disclosure Agreement constitute the entire agreement and understanding of the parties with respect to the subject matter of this Letter, and supersede any and all prior understandings and agreements, whether oral or written, between the parties.

7. Acceptance. Please sign the enclosed copy of this letter in the space indicated and return it to us. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this letter and the attached documents, if any.

We look forward to your employment with the Company.

Very truly yours, For WAVELABS TECHNOLOGIES.

Vineel Nalla CHAIRMAN

I have read and understood this letter and hereby acknowledge, accept and agree to the terms as set forth above .

Name: Venkata Saipavan Kumar Date:

· Vavar Komar



# ANNEXURE - A

Please find the compensation break up below:

CTC Per Annum			
CTC Per Month			
Earnings	Amount	Deductions	Amount
Basic	10000	PF	2500
HRA	4000	Professional Tax	200
Special Allowance	11000	TDS (As applicable)	0
Net Salary	22300		

These figures may vary depending on the savings declaration that you submit to the payroll dept on the joining day. Tax deduction may vary depending on the savings declaration submitted to the finance department at the year end.

Cavar human





BSL/HR/APPT/2021 - 00150172

Oct 20, 2021

Meenu Rathore Duplex-101, Madhav Homes, Opp. Arpan School road, Vastral Ahmedabad, Gujarat - 382418 India

# Subject : Confirmation of Appointment

Dear Meenu,

This has reference to our letter of offer-cum-appointment Ref # 00125498 for the post of Trainee Developer.

We hereby confirm your appointment with following particulars:

Employee ID	: 00150172
Effective date of appointment	: Oct 20, 2021
Grade	: 3B
Location	: Bengaluru

Please note that all terms and conditions of our letter of offer-cum-appointment and all policies and processes of Birlasoft shall be applicable to you with effect from the date of this letter.

Please confirm your acceptance by signing a copy of this letter.

We once again welcome you to Birlasoft family and hope to have a long and mutually rewarding association.

Regards,

For Birlasoft Limited,

Siby Joseph Sr. Director

**Birlasoft Limited** 

*(Formerly KPIT Technologies Limited)* The Assotech Business Cresterra Tower 3, Plot no. 22, Noida-Greater Noida Expressway, Sector 135, Noida(UP)201301, India Tel: +91 120 6629000 | Fax: +91 20 6652 5001 | Contactus@birlasoft.com | www.birlasoft.com Registered Office: 35 & 36, Rajiv Gandhi Infotech Park, Phase - 1, MIDC, Hinjawadi, Pune (MH) 411057, IN CIN: L72200PN1990PLC059594



To, E Kalyan Bangalore

Dear E,

We are delighted to welcome you to Just Dial and wish you a great career with us.

Reference to our recent discussions, we are pleased to appoint you as **Linux System Administrator** on the following terms and conditions:

Your Employee Code is 10117544.

# 1. Date of Joining and Place of Work

Your date of joining the employment with Just Dial is **01-06-2022** and your place of posting is **Bangalore**. The Company reserves its right to transfer you to any other location within India or abroad and to any of its subsidiaries or associate companies. You shall abide by the rules and regulations pertaining to the entity where you are posted.

# 2. Compensation

Your consolidated compensation per annum on Cost to Company basis is **INR 540000 (Five lakh forty thousand only).** Details are given in the annexure

# In addition to this, you will be eligible for a performance linked Variable Pay / Performance Bonus up to a maximum of Rs.60000 per annum, payable on quarterly basis.

Incentive **or** Bonus payout is governed by incentive payout policy circulated and communicated from time to time. The company reserves the right to hold any variable payments including, but not limited to, performance linked incentives/performance based bonuses at its discretion, in case your employment with company is not active or under notice period on the Incentive payout date. Further, Incentive payout during the notice period shall be determined by the company.

# 3. Probation

You shall be on probation for a period of six months from the date of your joining. On satisfactory completion of the probationary period, your services will be confirmed in writing. You will deem to be in probation until issuance of confirmation letter.



# 4. Hours of Work

You shall abide by the policy on working days and working hours as applicable to you and this can be reviewed from time to time based on business exigencies. You shall have no objection to working on shifts or staggered shift duty hours, if required.

# 5. Good Faith and Confidentiality

During your employment with the Company, you will devote the whole of your energies to your work and you will not - directly or indirectly - carry-on or engage or be interested in any other business or trade or employment or project or assignment of any nature, regardless of whether it has a monetary benefit or not.

You shall not induce, recruit or solicit, either directly or indirectly, any employee or client or customer of the Company for a period of 12 months from the date of your separation from the Company.

You shall keep all confidential information that comes to your knowledge during your employment with us and shall not use or disclose or attempt to disclose any of the secrets or confidential information of the Company or its subsidiaries or associated companies to any person - internal or external - or to any agency or entity, except as authorized or required by your duties.

You will be also responsible for the safekeeping and return in good condition and order, of all Company assets-hardware and software - including Books, Documents, Files, Digital products like CD's and DVD's, Credit and Debit Cards, Passwords or Authorization Codes, etc., which will be in your use, custody or charge during your employment with us.

# 6. Inventions and Patents

All inventions, creations, developments, improvements and any or all work done by you either your employment with the Company shall remain the property of and singly or jointly during vested in the Company.

The Company reserves the right to obtain copy right or patent registration of any invention, creation, development or improvement of any work done by you either singly or jointly during your employment with us.

You will execute all papers and documents that may be necessary to obtain patents or copyrights in favour of the Company.

# 7. Background Verification

The Company reserves the right to conduct Internal / External Background verification check anytime during the tenure of your employment and employees are expected to co-operate for the same. Any negative report may lead to disciplinary / legal action including termination of your employment with immediate effect without notice and/or without any payment in lieu of notice. Background Verification also includes Behavioral, attitude aspects apart from Qualification / Education, Employment, Criminal etc.



# 8. Termination of Employment

a. Your services may be terminated any time during the probationary period by giving 30 days notice in writing by either side and without assigning any reasons thereof or salary in lieu of notice period.

b. Your services may be terminated after confirmation by giving 90 days notice in writing by either side in accordance with Notice Period Policy or salary in lieu of notice period.

c. In case of short notice period, Company shall have the right to recover/deduct/adjust the same from your salary/legal dues, if any, against the unserved notice period as per Notice Period Policy and any other dues payable by you to the company.

d. If you are absent for a continuous period of 15 days without prior written approval of your reporting, (including overstay on leave etc.) then it will result in loss of your employment and the same shall automatically come to an end without any notice or intimation from Company.

e. In case of absconding or unauthorized absence from work without prior written approval of your reporting or non-submission of resignation as per Exit Policy, the Company reserves the right to hold all your legal dues till all the formalities will be completed and also recover/deduct/adjust the same from your legal dues, if any other dues payable by you to the Company.

f. The Company shall be entitled to terminate your employment without notice, indemnities, and compensation in any of the following events but not limited to:

i. if you are, in the opinion of the Company involved in any forgery or fraud, disobedience, disorderly behavior, negligence, indiscipline, absenteeism or any other misconduct considered as deterrent to our interest or of violation of one or more terms of the employment or policies.

ii. if you have been found to have committed a serious breach or continual material breach of any of your duties or obligations;

iii. if you are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the Company's affairs or any of its subsidiaries or related companies.

g. Company shall also be entitled to recover including but not limited to any cost, expenses, any penalty, interest or damages caused to Company due to any of your acts of omission.

h.You agree that at the time of leaving the employment, you will deliver to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) all Confidential Information as well as all other devices, assets, records, data, notes, reports, proposals, lists, correspondence, specifications, equipment, customer or client lists or information, or any other documents or property belonging to the Company or any of its Affiliates. In the event if you fail to return any properties (as mentioned above), Company reserves the right to withhold all your dues and it may initiate appropriate legal proceedings against you.



# 9. Performance Adherence

Your performance will be evaluated based on the targets / task allotted to you by your reporting Authority on time-to-time basis / periodical basis, Failing to achieve the target can lead to termination on performance ground or other similar grounds with or without notice period or salary in lieu of notice period. However, the decision by management will be final.

# **10. Jurisdiction**

It is agreed that all disputes between you and the Company shall have jurisdiction of the courts in Mumbai. All other terms and conditions shall be as per the general or specific rules of the Company in force from time to time.

# **11. Period of Employment**

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.

# **12. Business Continuity**

On the occurrence of any events like Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, accident, epidemics, any labor disturbance, action of Statutory Authorities or local or Central Governments, change in Laws (force majeure events) or any other acts which are beyond control of the Company, it (Company) may alter the terms of employment or may take other necessary steps to ensure business continuity of the Company.

# 13. "My JD" Mobile Application

In "My JD"mobile application (My JD App), you can access Company's documents, policies & procedure, records, all notifications, including but not limited to your letters, leave and attendance and other records which are uploaded / facilitated to you all the time. It is your sole responsibility to go through the documents as uploaded in My JD App as required and keep yourself updated about all the policies & process of the Company and any amendment thereof and abide by the same all the time, in addition to any other applicable policies and processes that you may need to adhere during the term of your employment.



# 14. General

a. You will be eligible for the benefits of the Company's Leave Rules/holiday policy during the employment terms, as updated in JD App from time to time.

b. To ensure that our employees have a good work-life balance, we encourage our employees to utilize their leaves, so that they return to work rejuvenated with a fresh zeal and hence any forms of leave encashments are not applicable. Though un-availed PL can be accumulated as detailed in the Leave policy.

c. Employees are encouraged to discuss their Leaves / Annual Leave planner with their reporting manager at least 15 days in advance before applying in MyJD for mutual and consensus business operations.

d. Please note that individual salary is a confidential matter and not to be discussed with any other employee.

e. You will keep us informed of any change in your mobile phone number or your residential address or your marital status.

f. You clicking on "accept the appointment letter" through the link, confirms that you have read, agreed, acknowledged and accepted all the terms and conditions of employment with Just Dial and that you will abide by all the policies and process laid down by the company from time to time.

# Please note-

Acceptance of the appointment letter needs to be done electronically by you & confirms that you have given complete acceptance of the appointment letter & its terms of employment. In case you have not accepted the appointment letter within 24 hours from the receipt of the link, it will be deemed by the organization as an acceptance of appointment letter & its terms of employment.

After the electronic acceptance of the Appointment letter, Company may ask you to submit the duly signed hard copy of the letter to Just Dial's office.

Yours sincerely, For Just Dial Ltd.

Vinay Babu Kurella

**Corporate HR - Strategic Initiatives** 

# **Justdial**<sup>®</sup>

## Annexure:-

## Just Dial Ltd. - Compensation Package

Annexure - Just Dial Ltd	Compensation Struc	cture
Employee Name	E Kalyan	
Department	Technology	
Designation	Linux System Administrator	
Effective Date	01-06-2022	
CTC (in INR)	540000/- per annum	
Pay structure	Monthly	Annual
Fixed Components		
Basic	13500	162000
House Rent Allowance (HRA)	6750	81000
Technical Support Allowance	12103	145236
Shift Allowance	9902	118824
Salary (C1)	42255	507060
Statutory Components		
Employer PF Contribution	1620	19440
Employer ESIC Contribution	0	0
Benefit's(C2)	1620	19440
Reimbursements		
Sodexo	0	0
Conveyance Reimbursement	0	0
Fuel Reimbursement	0	0
Reimbursements(C3)	0	0
Statutory Bonus	1125	13500
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	45000	540000
Deductions		
Employee PF Contribution	1620	19440
Employee ESIC Contribution	0	0
Total Deductions (b)	1620	19440
*Net Take Home {a - b - C2}	41760	501120
**Performance linked Variable Pay / Perform	5000	60000
Total CTC (CTC + Performance bonus)	50000	600000

\* Net Take Home is subject to Applicable taxes, deductions, performance policy and company policy intimated to you from time to time.

\*\* Performance linked Variable Pay / Performance Bonus are not guaranteed part of your compensation and the amount payable would vary based on Individual and Company performance.

\*\*\* Overall CTC is calculated on CTC + \*\* Performance linked Variable Pay / Performance Bonus at 100% payout. At the time of Performance linked Variable Pay / Performance Bonus disbursements, the employee should be Active in the system. In case your employment with company is not active or under notice period or termination process is initiated during the Performance linked Variable Pay / Performance Bonus payout period then employees shall not be considered for the payout, if any.

Company reserves the right to change/update/withdraw the Performance linked Variable Pay / Performance Bonus related schemes/provisions at any point of time & the final decision rests with the Management.

# **Justdial**<sup>®</sup>

Yours sincerely, For Just Dial Limited

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Vinay Babu Kurella

**Corporate HR - Strategic Initiatives** 





11-May-2022

**Dear Priyanka BS,** B.E., Information Science And Engineering Dr Ambedkar Institute of Technology, Bangalore

#### Candidate ID - 20790568

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Engineer Trainee.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-.** This includes an annual target incentive of INR **22,500** *I*- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-.** This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory professional reference checks and you securing a minimum of **50%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (If offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You may be enrolled in either of these programs (as decided by Cognizant) and would continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill



Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal onthe-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <a href="https://campus2Cognizant.cognizant.cog">https://campus2Cognizant.cogn

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.

-44

Maya Sreekumar Vice President – Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature:

Date:



#### **Compensation and Benefits**

N	lame: Priyanka BS Des	ignation: Engineer Tr	ainee
SI. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation 359,988		
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, A and Life Insurance)	ccident	19,500
	Annual Total Remuneration		401,988

#### Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010

• Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

• From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act



• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

#### Provident Fund Wages:

• For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".

• Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

#### **Employees State Insurance:**

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.

• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.

• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits

- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



#### Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_\_\_between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

#### AND

Priyanka BS, 27 residing at \_\_\_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

#### **RECITAL:**

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

#### 1. Duties and Responsibilities

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

#### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

#### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written



permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### 4. Confidentiality

a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.

b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.

c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.

d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.

e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.

f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.

g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,

b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,

c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,

d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and

e) you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

#### 6. Work Schedule

a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force.



Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d) Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

#### 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

#### 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

#### 9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company during the six (6) months preceding the date of termination of your employment.

#### **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract



or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

#### 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

#### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

Misconduct, as provided in Misconduct and Disciplinary Action Policy

Non-adherence to Associate Deployment Pool Policy

• Violation of Social Media Policy or Conflict of Interest Policy

• Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company' s asset/property or reputation

• Insubordination or failure to comply with the directions given to you by persons so authorized



• Insolvency or conviction for any offence involving moral turpitude

• Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

• Violation of non-disparagement obligations

• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

#### 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

#### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

#### Cognizant Technology Solutions India Private Limited Priyanka BS

Sign: \_\_\_\_\_ Name:

Sign:	
Date:	



# CloudMPower Technologies Pvt. Ltd

To,

Vijeth Venkatesha, #M884 SRINIDHI 2nd Stage kuvempunagar Mysore-570023 12th February 2021

Dear Vijeth,

We at CloudMpower are pleased to offer you the position of Software Developer at our organization. You are expected to join us on 22nd February 2021. As per the terms discussed with you your Gross salary will be Rs 30,200/- per month.

## SERVICE CONDITIONS:

a) You shall perform the duties and carry out the assignments entrusted to you from time to time efficiently, sincerely and to the best of your ability and capacity.

b) We shall be the sole arbitrator of the assessment to be made of your working efficiency utility or loyalty to the company while taking a decision to give you increment or promotion to higher grade or terminating your services.

c) You are to keep and render a faithful account of all properties and business secrets of the company entrusted to you in the course of your employment, and shall not disclose to anybody at any time, during your services or even after you leave the services of the company.

d) During the course of your employment with us, you shall not accept any other employment, either full-time or part-time, either for remuneration or otherwise. Also, you shall not engage yourself in any trade, business or occupation and you shall devote your full time and energy in discharging your duties as our employees.



## **CloudMPower Technologies Pvt. Ltd**

e) You will abide by the rules & regulations of the company/establishment which are in force for the time being and / or which may be framed from time to time.

f) You assign all rights on the work done by you during the tenure with the company to CloudMpower Technologies Private Limited. This includes but is not limited to source code, documentation, graphic designs and other assets.

#### PERIOD OF NOTICE

The first 3 months of your employment are under probation. During this period the company will evaluate your performance and suitability to the job. Following the probationary period your services are terminable without assigning any reason, by giving one month's notice in writing or salary in lieu thereof on either side.

In case of misconduct or gross indiscipline the company reserves the right to terminate your employment without a notice period.

Please acknowledge your acceptance of your appointment by signing a copy of this letter A signed copy of the letter from the CEO will be given on the day of joining.

Sincerely,

Robertal

Ravishankar Veeraghanta

CEO, CloudMpower Technologies Pvt. Ltd.

ravi@cloudmpower.com

# 2015-2019



## TCS Xplore FY20 Proctored Assessment 10 Feb 2020

TCS Reference ID	CT20192661240
Name	ANMOL
Date of Test	10th February 2020
Reporting Time	08:00 AM
Test Timing	09:00 AM to 11:00 AM
Venue	iON Digital Zone iDZ KR Puram Cambridge Institute of Technology, T C Palya, KR Puram, Basavanapura Main Road, Gayathri Layout,Krishnarajapuram, Bengaluru, Karnataka, India - 560036

## **IMPORTANT INSTRUCTIONS**

#### TCS Eligibility Criteria:

- You should be in possession of a valid TCS offer at the time of appearing for this exam.
- You are undergoing TCS Xplore 1 Training program

#### Important Points to Note:

- It is mandatory to carry the below mentioned documents with you on the day of the test:
  - Hard copy of your Hall Ticket.
  - Your photo identity proof in original for verification (PAN Card / Driving License / Passport / Voter ID / Aadhar Card).
  - In case you do not have any of the mentioned Photo ID proofs, it is mandatory to carry Photo Identity proof issued and attested by a Gazette Officer on official letter head.

# You will not be permitted to appear for the test if you fail to carry the TCS Hall Ticket and any of the above mentioned documents.

- Stationery: You are permitted to carry only pens and pencils. Please carry your own stationery as borrowing of these items from others will not be allowed. Rough sheets will be provided by TCS at the venue.
- Banned Items: Bags, books, mobile phones and other electronic devices are strictly prohibited in the examination hall. The examination center will not be responsible for safekeeping of these items.
- Unfair Means: Adoption of any unfair means at the examination hall will result in disqualification from the TCS Selection Process.

I hereby certify that I meet the TCS Eligibility Criteria and the information furnished by me in the TCS Registration/Application Form is factually correct and subject to verification by TCS.



\* Personal and Confidential \* Ms. Deepa S Chinthamani,Chikkaballapur, Karnataka, 563125

Hosur Road, Koramangala, Bangalore - 560 095, India. Tel: +91 80 6657 5757 Fax, +91 80 6657 1404 CIN: U72400KA1997PTC023164 www.bosch-india-software.com

Robert Bosch Engineering

and Business Solutions Private Limited,

123 industrial Layout,

#### Our reference: TN/32117/2021

#### Dear Ms. Deepa S,

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 RBEI in "**Level 50**" as detailed below.

#### 1. Compensation

- a. 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.



Date: 24-Jun-2021



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

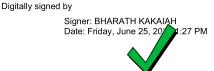
Each employee at Bosch is committed to ensure integrity in all aspects of their functioning. You are expected to comply with the policies as listed in the code of Business Conduct of the company as they form an integral part of the terms of your employment with Bosch. You are required to read and agree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

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM





- 5.3. This employment offer is made based on the information given by you in the RBEI 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 RBEI and / or undertake a business that is in competition with RBEI. 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**" 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.

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM



Digitally signed by





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.

Digitally signed by

Signer: VALLURI VENKATA VENUGOPAL Date: Sunday, June 27, 2 10:06 PM

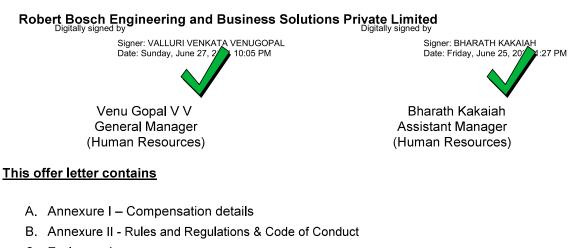


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The terms mentioned in this offer of appointment / appointment order supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.



- C. Enclosure A
  - 1) Mandatory documents for onboarding process
  - 2) Information for your reporting
  - 3) Medical certificates

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on \_\_\_\_\_

Deepa S

05/07/2021

Name

Signature

Date



			Annexure I
	Personal and Confidentia		
			24-Jun-2021
	Compensation and Benefits I	Plan	24-5011-2021
Name:	Ms. Deepa S		
Qualification:	B.E.		
Designation:	Associate Software Engineer		
Level:	50		
Level:		Den Menéh	
	Components	Per Month	Per Annum
		Rs.	Rs.
Cash Components		1	
Basic Salary		15,000	1,80,000
Buffet of Benefitt (HRA, Co	onveyance, 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 Sa	lary)*	722	8,658
Total Retirals / Statutory Contribution		2,522	30,258
Variable Pay**			
Company Performance	e related Pay - CPrP at factor 1.0 company	achievement	42,704
Тс	otal Cost to Company	38,108	5,00,000
	stem (NPS) Optional - Company		13,200
Contribution			
			1
Digitally signed by	Digita	lly signed by	
Sign	er: VALLURI VENKATA VENUGOPAL e: Sunday, June 27, 2 10:05 PM	Signer: BHARATH K Date: Friday, June 25	
Date	e. Sunday, Sune 27, 27 10.03 Fill	Date. Fliday, Julie 20	5, 20 FI.27 FIVI
			<b>7</b>
Venu Gopal V V		Bharath Kakaiah Assistant Manager	
General Manager (Human Resources)		(Human Resources	
(Hama)			,

The aforementioned perquisites are subject to alteration and amendment.

\* 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 RBEI

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Robert Bosch Engineering Solutions Private Limited ('RBEI' 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
- c) 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 *I* 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

- a) 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)
- 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').
- 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



Particulars	Address	Contact details
On boarding at the Company location	Robert Bosch Engineering and Business Solutions Private Limited #123, Industrial Layout, Hosur Road, Koramangala, Bangalore - 560 095, India.	Ban- Poornima H R (GS/HRS23-IN) +916366906578
	<b>Cob</b> : Robert Bosch Engineering and Business Solutions Private Limited	Sathish B (GS/HRS23-IN) +91 4226677602
	BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village	
	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.		

## 2) Information for your reporting

#### 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



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

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

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



December 1, 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 Dhwanipriya K M

At IBM you can innovate breakthroughs and help make life changing impact. We are experts in nearly every technical, scientific and business field. As IBMers, we are proud to apply our expertise in countries we are citizens of; all united by a single purpose: to be essential.

We invite you to join us as a Associate System Engineer, in band 06G and experience an inclusive, collaborative and learning culture with the support of technical & business experts, mentors, leaders and colleagues worldwide. You will thrive in an environment that cultivates creativity and individuality; and; be part of projects that help make the world work better.

Talent development is strategic to IBM; and you will have access to a unique learning platform powered by IBM's Watson, IBM Cloud and IBM Bluemix to help you learn quicker, learn smarter, and help the company stay agile and top-notch.

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.





December 1, 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 Dhwanipriya K M

We are pleased to offer you the position of Associate System Engineer, in band 06G 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.

Initially, you will have to undergo an IBM trainee program specially designed for all college campus hires. This training is to enable you to acclimatize to the industry and post qualifying, accelerate your transition to a live project.

You must complete your formal course of education, including final semester examinations to establish your qualifications, before joining. Further, this offer is contingent upon your obtaining the degree, consistent academic performance, minimum aggregate or equivalent of 65% or 6.5 CGPA in Bachelors & Post-Graduation and 60% or 6.0 CGPA in SSLC or X, HSC/PUC/XII, Diploma or the equivalent, 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 December 7, 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.

If you have questions about your First Day Documentation, send an email to **eschoolhiring@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.
  - Voter ID card
  - o Driving License
  - o Aadhaar Card
  - 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.
- You are required to join work at your onboarding location, where you may be assigned to a specific training stream based on business requirements. You will undergo training at a specified location for a specified duration of time. (Your training location and the duration of training may change due to business requirements). You will be expected to undergo your training in any skill at the discretion of the Company.
- 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.



- After the successful completion of the training program, you are expected to join your allocated posting in any location across India as specified by the Company. This may be different from your joining location. Please also note that, your services are transferable and you may be assigned to any office of IBM, a subsidiary, or associate company, or may be required to work out of a client location. In such case, you will be governed by the policies of that location. Any refusal to take up the assignment or projects assigned to you for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action against you, including termination of your services with the Company.
- (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).
- Your offer is contingent upon you agreeing to authorize IBM to recover a sum of INR 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.
- 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.
- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- 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.
- You may be required to undergo certain training and assessments from time to time. You are expected to successfully complete the training and pass the assessment(s) to the satisfaction of IBM. Failure to pass these assessments, as determined solely by the company will be deemed as a failure to comply with the standards of performance required by the company.
- 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.
- 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 <u>www.nationalskillsregistry.com</u> .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:

<u>Settling in Allowance</u> – 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	December 1, 2020				
NAME	Dhwanipriya K M	BAND	06G		
DESIGNATION	Associate System Engineer	LOCATION Bangalore			
<u>Co</u>	Compensation Components		<u>IBM Offer (in INR)</u>		
1. Annual Basic	1. Annual Basic Salary		180000		
2. Annual Flexil	2. Annual Flexible Benefit Plan (FBP)		214760		
3. Annual Refer	3. Annual Reference Salary (ARS)		394760		
4. Retirals	4. Retirals				
a) Provident Fund (PF)		21600			
b) Gratuity @ 4.8%		8640			
5. Annual Reference 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

#### OTHER COMMITMENTS/ CONDITIONS



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



# 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.) SIGNATURE

\_\_\_\_\_

#### PRINTED NAME

DATE OF JOINING

VERIFIED BY (FOR OFFICE USE ONLY - TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

DATE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_



#### **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.



Important Letter on Transfer / Relocation / Type of Work Assigned

Date - December 1, 2020

Dear Dhwanipriya K M,

This letter reiterates some of your obligations with respect to your employment with IBM India Pvt Ltd., and contains important information on your initial training and work assignment.

You are required to join at BANGALORE where you may be allocated to a specific training stream based on the organization's business requirements. You will undergo training at BANGALORE for a specified duration of time. You will be expected to undergo the training in any skill or technology at the discretion of the organization.

After the successful completion of the training program, you may be deployed on work and are expected to work at the allocated posting in any location across India as specified by the organization. This may be different from your joining / training location. The type of work assigned may vary from one assignment to the other.

Please also note that, your services are transferable, and you may be assigned to any office of IBM, a subsidiary, or associate company. In such case, you will be governed by the policies of that location. Any refusal to take up the specific assigned location /assignment / projects / type of work assigned to you will be viewed as a refusal to follow instructions of the Company, may result in strict action against you and could result in your termination from the services of the organization. (Note: It is clarified that IBM may also require you to work from any such offices within the same city (or, in the case of employees working in the National Capital Region, may require you to work from any such offices at Noida, Delhi or Gurgaon)).

We wish you all the best for a rewarding career with IBM India. If you have any queries, please write to <u>eschoolhiring@in.ibm.com</u>

Please sign on a copy of this letter and return the same to On-Boarding coordinator, to indicate your understanding and acknowledgement of the contents of this letter Signature.

Signature.



#### **IBM CONFIDENTIAL**

ANNEXURE B - NON-DISCLOSURE AGREEMENT

#### Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

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 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



# 

#### HRD/FINALSEMTRG/2019/13524663

January 29, 2020

Girija N.

Dr Ambedkar Institute of Technology

#### Dear Girija,

1.	Program Date	:	February 3, 2020
2.	Duration of the program	:	14 to 16 weeks
3.	Location	:	Mysore, India

Please note that you will be required to make your own arrangements for travel to Mysore (or any other Infosys location that may be communicated to you by Infosys) and from Mysore upon completion of the Program., Should you be required to travel to offices of Infosys located in different cities as part of your Program, Infosys shall bear the cost of such travel. Please note that your entitlements shall be communicated to you at that time.

A break-up of the benefits that you are eligible for is mentioned below:

Accommodation	Provided by Infosys at no charge for the entire duration of the Program
Stipend	Rs.10,000/- per month

You would also be covered under the Personal Accident Insurance and Hospitalization Insurance Policy of Infosys for the duration of your Program. If you require additional coverage, you would need to obtain this in your personal capacity.

If you are required to use the bus, library and fitness facilities (if any), you shall be provided access during the period of your Program in accordance with policies of Infosys.

For the duration of the Program, you will be required to adhere to certain policies / practices that are applicable to employees of Infosys, including but not limited to the Trainee's obligations as per the Training Agreement. Additionally, you may be required to sign agreements with Infosys, at the sole discretion of Infosys, relating to protection of Infosys confidential and proprietary information. Infosys disclaims all liability and responsibility for acts or omissions by you that are in violation of any law, guideline, rule or regulation.

Digitally signed by RICHARD LOBO Date: 2020.01.29 18:41:21 +05:30 Reason: Internship Offer Letter Location: Bangalore



Please note that the Training Agreement may be terminated by Infosys as per Clause 6 of the said Agreement.

Please sign and carry duplicate copy of this letter and the attached undertaking at the time of joining indicating your acceptance of these terms. You are requested to read and retain the instructions attached to this letter.

If there are any changes to the terms and conditions mentioned above, we will revert with another letter as soon as possible.

Thanking you,

Yours sincerely,

RICHARD LOBO EVP - Head HR



Dear Girija,

We would like to ensure that you are updated on a few things in order that your assignment with Infosys is productive and enjoyable.

You will be required to report at the following address:

Infosys Limited

Offshore Development Centre

Hebbal Electronics City, Hootagalli,

Mysore - 571186, INDIA

You are expected to arrive at our Mysore campus a day before your joining date and accommodation will be provided from then on. Please note that accommodation will be provided only for you from a day before your joining date. In case any of your family members accompany you then they will have to arrange for their accommodation outside the campus at their own expense.

You will be given an access card for the duration of your Program in order that your movements within the premises are not curtailed. You are expected to carry it at all times.

You are required to work from Monday through Saturday as per the regular working hours of Infosys which will be communicated to you at the time of joining.

At the end of the Program, you will be required to make a presentation on your project and hand over a copy of your project report to your Project Mentor.

#### Infosys Dress Code

1) For Gentlemen:

#### Mondays and Tuesdays:

You are expected to dress in business formals, i.e., a full-sleeved shirt, formal trousers, formal shoes and a tie.

Note: Do not remove the tie once you enter the campus.

Wednesdays and Thursdays:

You may opt to wear a full / half-sleeved formal shirt, but formal trousers and formal shoes (brown, black or tan) are a must.

#### Fridays and Saturdays:

You may opt to wear jeans, a t-shirt, and sports shoes. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.



2) For Ladies:

#### Monday to Thursday:

You are expected to dress in western business formals, saree or salwar / churidar-kameez.

#### Fridays and Saturdays:

You may opt to wear jeans and a t-shirt. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

#### **UNDERTAKING**

I, \_\_\_\_\_\_, do hereby agree to abide by the policies, rules and regulations governing employees of Infosys in their conduct and those specified in the Standing Orders. I acknowledge and agree that Infosys has no liability and responsibility for all acts or omissions by me that are in violation of any law, guideline, rule or regulation during the period of the Program.

Signature	:	
Name	:	
Date	:	



## TRAINING AGREEMENT

This Agreement is made as of \_\_\_\_\_\_(the "Effective Date") between Infosys Limited, a corporation organised and existing under the laws of India and having its primary place of business at 44 Electronics City, Hosur Road, Bangalore 560 100, India and its Affiliates ("Infosys" hereafter) represented by

AND

	("Trainee" hereafter), Son/Daughter of	, and a permanent
resident of		

**WHEREAS** Infosys is a reputed Indian company operating globally and engaged in the business of development of solutions for Information Technologies & the Information Technologies Enabled Services sector; and

**WHEREAS** the Trainee is desirous of completing his/her training at the designated Infosys Campus and receiving formal, effective, technical and practical training from Infosys enabling him/her to independently function as a competent professional of the Information Technology sector ("**Program**" hereafter) after completing his/her graduation course and thereby becoming commercially viable to any organisation that he/she wishes to join by meeting the business needs, parameters, standards and efficiency levels required by the organization.

**WHEREAS** the Trainee is aware that the Program would comprise of courses, modules, prescribed programs by Infosys which involves the expenditure of substantial sums of money by Infosys in the form of substantial costs, expenses, man hours spent in imparting the training ("Fees" hereafter); and

**NOW THEREFORE,** for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows:

#### 1. **DEFINITIONS:**

- 1.1 "Affiliate" of Infosys shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with Infosys. "Control" for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.
- 1.2 "Agreement" shall mean this agreement between Infosys and the Trainee.



- 1.4 "Confidential Information" shall include, but is not limited to (i) all forms of information provided to the Trainee as per the prescribed module or otherwise, during the Program; and (ii) includes trade secrets or other information relating to the affairs, finances, business practices, clients, connections or business plans of the Infosys to which the Trainee gains access in the duration of the Program, but does not include information or knowledge which has come into the public domain.
- 1.5 "Date of Joining Confirmation Letter" shall mean the letter issued by Infosys after the Offer Letter informing the Trainee of the details of his/her joining Infosys as an employee.
- 1.6 "Employee Handbook" shall mean the employee handbook applicable to all employees of Infosys during the entire tenure of their employment.
- 1.7 "Fees" shall include the meaning ascribed to it in Clause 3.1.
- 1.8 "Misconduct" shall, for the purpose of this Agreement, would have the same meaning ascribed to it in the Standing Orders of Infosys
- 1.9 "Infosys Campus" shall mean any development centre and/or office premises Infosys.
- 1.10 "Offer Letter" shall mean the letter given to the Trainee providing him/her with an offer to join Infosys after the successful completion of the Program as a full-time employee in the capacity of a systems engineer, subject to terms and conditions contained in the offer letter.
- 1.11 "Project" shall mean the mandatory final semester college project work as part of his/her curriculum in his/her college.
- 1.12 "Program" shall include the meaning ascribed to it in Clause 2.
- 1.13 "Standing Orders" shall mean the Standing Orders issued by Infosys (applicable to all its employees) in accordance with Section 7 of the Industrial Employment (Standing Orders) Act 1946.



## 2. **PROGRAM:**

- 2.1 The Program would commence from **February 3, 2020**
- 2.2 The Program would be conducted at any designated Infosys Campus, and such information shall be provided to you separately by authorized Infosys personnel.
- 2.3 The Program would comprise of a technical project(s) where the Trainee would be allocated to a team mentored by project managers and programmer analysts of Infosys.
- 2.4 The Program may require the Trainee to work with the latest tools, technologies and frameworks used in and by Infosys and/or used in the Information Technology sector globally.
- 2.5 The Program may require the Trainee to undergo the entry level training program prevalent at any Infosys Campus.
- 2.6 The Program will require the Trainee to be assessed on his soft skills by relevant personnel designated by Infosys.

#### 3. FEES

- 3.1 The Fees for the Program imparted to the Trainee would be an amount of INR 25,000/- (Rupees Twenty Five Thousand only).
- 3.2 The Trainee agrees that he/she shall be liable to pay Infosys all costs and expenses incurred in or connected with training as stipulated in clause 3.1 of this Agreement, in the event of –

3.2.1 Not joining Infosys as an employee after an Offer of employment has been extended by Infosys to the Trainee; or

3.2.2 The Trainee has become ineligible for employment by Infosys due to non-fulfillment of the terms and conditions of the Offer Letter.



## 4. INFOSYS' OBLIGATIONS

- 4.1 Infosys shall ensure that the Trainee is given every possible opportunity to complete his/her Project during the course of the Program.
- 4.2 For the above-mentioned completion of the Trainee's Project, Infosys shall allow the Trainee extensive use of the facilities which were ordinarily available to the Trainee during the Program.
- 4.3 Infosys shall provide for free accommodation within the designated Infosys Campus to the Trainee for the duration of the Program.

#### 5. TRAINEE'S OBLIGATIONS

- 5.1 The Trainee, during the course of the Program, would have to follow all rules and regulations and all company policies that would normally be applicable to any other employee of Infosys.
- 5.2 The Trainee shall attend the full duration of the Program and shall be granted leave of absence at the sole discretion of Infosys.
- 5.3 The Trainee shall faithfully and diligently undergo and imbibe the Program strictly in a manner prescribed by Infosys.
- 5.4 The Trainee shall not commit any act(s) of misconduct, indiscipline, refusal to obey orders or any other act(s) which impedes the process of the Program.
- 5.5 The Trainee shall not disclose any Confidential Information to any party without the prior written approval of Infosys.
- 5.6 Notwithstanding any other provision of this Agreement, the Trainee shall be required to follow a 6 (six) day working week as part of the Program.

#### 6. TERMINATION BY INFOSYS

- 6.1 Infosys has the right to terminate this Agreement at any point of time if the Trainee is found to commit an act of Misconduct.
- 6.2 Infosys has the right to terminate this Agreement with immediate effect at its own discretion without assigning any cause or reason thereof.
- 6.3 Infosys has the right to terminate this Agreement with immediate effect if the Trainee is found to disclose any Confidential Information to any party without its prior written approval to the same.



6.4 Any intimation of termination of this Agreement by Infosys shall be in writing and shall be signed by a manager/officer of Infosys generally or specifically authorised in that behalf and shall be issued to the Trainee concerned.

## 7. TERMINATION BY TRAINEE

7.1 The Trainee has the right to terminate this Agreement if the Program does not commence by **February 3, 2020**.

#### 8. CONSEQUENCES OF TERMINATION:

- 8.1 Upon termination of this Agreement by Infosys on any ground(s) as per Clauses 6.1 and 6.3 of this Agreement, the Trainee shall be obliged to:
  - 8.1.1 Pay the Fees as per Clause 3.1 of this Agreement;
  - 8.1.2 Return all tangible forms of Confidential Information to Infosys.
  - 8.1.3 Leave the designated Infosys Campus with immediate effect.
- 8.2 Upon termination of this Agreement by Trainee as per Clause 7.1 of this Agreement, the Trainee shall be obliged to:
  - 8.2.1 Return all tangible forms of Confidential Information to Infosys.

8.2.2 Leave the designated Infosys Campus with immediate effect, if the Trainee is already in Infosys Campus.

#### 9. **REPRESENTATIONS AND WARRANTIES:**

- 9.1 The Trainee fully understands the implications and obligations contained in this Agreement and have no objection(s) thereto.
- 9.2 The Trainee represents that he/she has acquired all relevant/requisite permission(s) from College Authorities in order to participate in this Program and that the College Authorities fully understand the implication(s) of this Agreement and have no objection(s) thereto.
- 9.3 The Trainee shall use his/her best endeavours to complete his/her Project and in the event of his/her not completing the Project, shall not hold Infosys liable thereto.



#### **10. GENERAL PROVISIONS**

- 10.1 Non-Waiver and Amendment: No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Infosys and Trainee. The failure of either Infosys or Trainee at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 10.2 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- 10.3 Assignment: Infosys shall have the sole right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. The Trainee shall not assign any of its rights or obligations under this Agreement. Any assignment in contravention of these terms and conditions shall be null and void.
- 10.4 Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.
- 10.5 Governing Law: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of India.
- 10.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 10.7 For the avoidance of doubt, this Agreement shall be effective only when signed by both parties.
- 10.8 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.



- 10.9 This Agreement, including any annexure attached hereto, sets forth the entire agreement and understanding of Infosys and the Trainee with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.
- 10.10 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Yours truly,

RICHARD LOBO EVP - Head HR

Accepted:

[Girija N]

Date:\_\_\_\_\_

eOffer Content



### March 19, 2021

#### PERSONAL AND CONFIDENTIAL TO:

Kapil Ramchandani 103, Keerthi Residency, 1st cross AirView Colony, Bengaluru 560017

## **Offer of Employment**

Dear Kapil,

We are pleased to offer you employment with Epicor Software India (P) Limited ("Epicor" Or "The Company") pursuant to the terms and conditions set out in this Offer Letter and Employment Agreement.

**Terms & Conditions** 

#### **Position and Commencement of Employment**

You will be employed by the Company in the position of **Product Developer**, **Associate** reporting to **Manager Product Development** or to such other position as Company Management may determine from time to time. We expect your first day of employment will be **March 22, 2021**(the "Start Date").

Your initial place of posting will be at Epicor's Bangalore office. However, your services are transferable, and you may be seconded or deputed by Epicor to any affiliate company (including its parent, subsidiaries and joint ventures) in India or abroad or to any customers of Epicor; whether existing as on date of your appointment / contract or to be established thereafter, at the discretion of Epicor.

You will be governed by the rules, regulations and other Company policies (together the "Company Policy") of Epicor as applicable, enforced, amended or altered from time to time during the course of your employment. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable from time to time.

This offer of employment is subject to the following documentation being signed and obtained from you before or on the day of joining (as outlined below you on or before the agreed upon start date).

•	Worldwide Code of Business Conduct
•	Proprietary Rights Agreement
•	Proof of your stated qualifications



# We follow a simple formula to SUCCEED TOGETHER •



#### 10+ Years of History We offer niche IT Services in Founded in 2011, owning niche tech initiatives to deliver Cutting-Edge Software Development technology solutions & services in **Cyber Security** . **Cloud Engineering & IT Infrastructure** . line with our ethos of Simpler, **RPA & Data Science** . Better, Cheaper & Faster. quality & passion. **Built on Standards &** Solutions & Products **Best Practices** Presence We have built our own indigenous Our Methods and excecution style solutions & products

COMPLYment

CentralKYC

**Skillmine Auth** 

E-Commerce Framework

Data-V

are built on industry best practices & standards like

ISO 270001, ITIL, SABSA, TOGAF, **AGILE etc** 

# **4 Key Tech Domains**

## 100+ Happy Clients

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Great Place

Work Certified R 2021-FEB 202

# **Expanding Geographical**

We are a global company with

significant presence in

India, KSA, UK, USA & Africa.



Leveraging advanced technologies to offer great career choices within India and abroad

Providing unmatched propositions for careers driven by our leadership DNA defined as "The Skillmine Way."

- Creating competencies with You to witness and celebrate YOUR success.
- Providing challenging & stimulating opportunities to work on thriving tech, building innovative products & smart apps with NextGen features.
- Delivering great customer delight by exceeding their expectations.

You can hammer a tree in 30 days, but you cut the same with an axe in 30 minutes. The difference between 30 days and 30 minutes is "Your Skills" ...

**Great Career Choices** 



info@skill-mine.comwww.skill-mine.com

October 25<sup>th</sup>, 2021

Karthikeya, Bangalore, India

### Letter of Appointment

#### Dear Karthikeya,

It is my extreme privilege to welcome you to Skillmine and offer you, the position of **"Software Developer"** for Skillmine Technology Consulting Pvt Ltd (the "Company").

Skillmine, you will soon discover, is all about people – the best people. This offer comes to you at the culmination of a rigorous selection process and you are sure to find satisfying challenges at Skillmine. I am positive that you will find the work environment empowering, stimulating and conducive to help you realize your professional goals.

Your appointment is effective **01<sup>st</sup> December 2021**, pending your written acceptance to the following employment terms and conditions:

- 1. Duties and Work Timings:
  - a. You are required to perform services for the Company as assigned by the Company officers who are designated as managers to supervise your work. You are required to comply with all the procedures, rules and regulations of the Company. During your employment, you will be required to produce weekly and monthly reports concerning your work and achievements during that period. During your employment, you will not directly or indirectly engage in any conduct not in the best interest of the Company.
  - b. We work 5 days a week with 9 hours of work per day. However, your exact hours of work and timing will vary as per organization's business needs
- 2. Transferability:

Your initial place of work will be at **Bangalore**. However, your services are transferable, and can be transferred / seconded or deputed by the company to:

- a. Any Skillmine office in India or abroad, whether existing at the date of your appointment or to be established thereafter at the option of the company.
- b. Any Operation in India or abroad under the management and /or ownership of Skillmine.
- 3. Compensation and benefits:
  - a. Your Annual cost to company at the commencement of your services will be **Rs. 5,00,000** (Rupees Five Lakhs only). Your compensation breakup is enclosed in Annexure 'A'.
  - b. You will be eligible for Medical and other benefits as per company rules and regulations as prevalent from time to time.

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



- 4. Falsification and/or Misrepresentation of Records
  - a. Any falsification or wilful omission of facts made in your personal and career details documents will be considered as an enough ground and if discovered, your employment will be terminated with immediate effect anytime during the employment.
- 5. Intellectual Property
  - c. You accept and agree that all inventions, improvements, developments, and/or discoveries

(whether or not patentable), and all work or authorship (whether or not copyrightable) (hereinafter called "Intellectual Property"), which you create or make as part of your duties within the Company, whether solely or jointly with others, shall be the sole and/or exclusive property of the Company and their respective shareholders

- d. You further agree that you will promptly disclose any such intellectual property to the Company and will deliver, without further compensation, all instruments, documents and knowledge required to acquire, enforce or maintain all patents, copyrights or registrations covering such intellectual property in all countries
- e. Moreover, you hereby convey, assign, and transfer your entire right, title and interest in and to such intellectual property to the Company and otherwise agree to cooperate as necessary to perfect the Company's rights and ownership therein
- 6. Confidentiality
  - a. From time to time you will be privy to confidential information regarding the Company. You agree that all such confidential information is the property of the Company and is for exclusive benefit for the Company
  - b. You also agree, both during your employment and always thereafter, you will not directly or indirectly use or disclose any confidential information except to the extent required by law or with specific approval, in writing, from the Company. Upon the completion of your employment, you will promptly return, all documents and information concerning the Company or its customers or employees (both digital and paper copies), to the company
  - c. Confidential Information means all the material that you obtain or create as part of your job duties and / or categorized and marked as confidential by the Company
- 7. Policies and Procedures
  - a. During your employment with the company, you will be governed by the company's policies and rules regarding Leave, Provident Fund, Medical reimbursements etc.
  - b. The terms and conditions of appointment are subject to the service rules in vogue from time to time
  - c. The existing rules are available as a handbook. On joining us, you are expected to read, understand and abide by the same.

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



- 8. Non-Competition and Non-Solicitation
  - a. You agree and accept that during or for a period of 1 year following the end / termination of your employment with the company for whatever reason, you shall not directly or indirectly:
    - Solicit the business of any customer of the Company (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting, troubleshooting, management or programming services to any customer or prospective customer (whom you have personally dealt with or worked on their engagement anytime during the employment with the Company);
    - ii. Solicit the services of (or otherwise deal in a manner adverse to the Company with) any employee of the Company or induce such employees to terminate his or her employment; or
    - iii. Carry on or be engaged or interested in any capacity in any other business, trade or occupation whatsoever, except in a business, trade or occupation which does not compete with the core business of the Company, except as disclosed or declared in writing to the Company prior to the date of this agreement
- 9. Use of company marks
  - a. You agree that you will not retail or use any trade names, trademarks, service mark, or other proprietary business designations used or owned in connection with the business of the company and its related corporations, for clarity, it is 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.
- 10. Violation Clause
  - a. You agree and accept that the Company shall be entitled to injunctive relief as well as damages for any violation by you of the above terms and conditions by you.
  - b. You also acknowledge and agree that above terms and conditions are common to all employees and could fully be modified as necessary to render them valid and enforceable permissible by applicable law.
  - c. During your course of employment any changes to these terms and conditions will be notified to you immediately
- 11. Your employment shall be subject to
  - a. A satisfactory reference checks
  - b. The document (point 3) being submitted by you and found to be in order.
- 12. Relocation & Bonus
  - a. In the event where the company has paid for your relocation or any bonus at the time of your joining, all expenses borne on account of relocation and/or any lump sum paid to you as per the Company's policy will be recovered from you, if you resign from the Company before a period of one year (12 months)

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



- 13. Conflict of interests
  - a. You confirm that you have disclosed fully to the company any business interests or circumstance that conflict with the company's interests.
  - b. 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.
- 14. This offer is valid for your acceptance by today. Furthermore, if you do not join us on or before **01<sup>st</sup> December 2021**, it will be deemed that you are not interested, and this offer will get automatically revoked.
- 15. If you choose to leave the company, the notice period at your level is Three (3) months. In case of Abandonment or Abscond from duty or no show the employee in question would be liable to pay for applicable notice period, for the loss caused to the company on account of sudden disruption of work.
- 16. The agreement shall be governed by and construed in accordance with the laws of Bangalore jurisdiction of the courts of India. The Company reserves the right to vary any of the terms and conditions of employment in accordance with the changes in its policies and practices.

Please go through the contents of this offer letter and sign and return the duplicate copy as a token of your acceptance. If you have any questions, please do not hesitate to contact us.

We look forward to working with you and hope your career with Skillmine will help you realize your professional goals.

Welcome Aboard!

Threado

Yours Sincerely Samir Mehta Vice President – Talent Delivery

For and on behalf of Skillmine Technology Consulting Pvt Ltd

I hereby agree to and accept the aforesaid offer. I also declare that I have read and understood the terms and conditions of the contract of employment and I agree to abide by the same.

Name

Date:

Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821



#### Annexure -A

Components	Monthly	Annual
Base Salary		
Basic	15,000.00	180000.00
HRA	6,000.00	72000.00
Bonus Payable	1,250.00	15000.00
Special Allowance	16,062.00	192746.00
Total - Gross Salary	38,312.00	459746.00
<u>Retirals</u>		
PF Employer	1,800.00	21600.00
Gratuity	721.00	8654
Group Insurance	833.00	10000
Total Fixed Pay		500000.00
Total - Cost to Company		500000.00

Kindly revert with your acceptance to the offer on the terms and conditions specified herein, by replying to this mail and please sign and return the copy to Skillmine on your boarding day.

#### Bangalore

#46/4, K No-661/31114/3,4,5, Novel Tech Park, 1st Floor, Kudlu Gate, Garvebhavi Palya, Bengaluru, Karnataka 560068. Tel: +91 80 4664 1122 Mumbai

#714, Palm Springs, Link Road, Malad West, Mumbai, Maharashtra -400064 Tel: +91 22 4170 1000

CIN - U74999KA2011PTC059821

# Ravigate your next June 9, 2021

#### HRD/3T/1002027980/21-22

Mr. Mohammed Afzal #10, 11th cross Next to Coffee Board Layout, Mariyannapalya Bangalore-560024 India

Ph: +91-8867376736

Dear Mohammed,

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 Fichard Lobo Date: 2021.06.09/5:43:21 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/1002027980/21-22

Mr. Mohammed Afzal #10, 11th cross Next to Coffee Board Layout, Mariyannapalya Bangalore-560024 India

Ph: +91-8867376736

Dear Mohammed,

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 14-Jun-2021.

#### Location

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

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

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

#### Training

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



#### **Probation and Confirmation**

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

#### Leave

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

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

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

#### Agreement

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

#### **Compensation and Benefits**

#### Salary

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

#### **Training Performance - linked Incentive**

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



#### Ex - Gratia / Bonus

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

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

#### **Basket of Allowances (BOA)**

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

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

#### **National Pension Scheme**

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

#### Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of INR 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 during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

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

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

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

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

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

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

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



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

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

Yours sincerely,

# RICHARD LOBO EVP and Head Human Resources - Infosys Limited

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

Date: \_\_\_\_\_, 20\_\_\_\_\_

Sign your name

Print your full Name

Location

Signature Not Verified Digitally signed by Fichard Lobo Date: 2021.06.09.5:43:21 IST Reason: Digitalty 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)	
Mr. Mohammed Afzal	
Systems Engineer	
Systems Engineer Trainee	
NTS	
	15,000
s	4,478
of the eligible amount (20% of Basic Salary) being paid out on a	2,850
RY	22,328
, 	
	150
	(All figures in INR per month)          Mr. Mohammed Afzal         Systems Engineer

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000
TOTAL GROSS SALARY	25,000

OTHER BENEFITS				
Scheme     Eligible Amount In INR     Interest     Monthly Instalments     Margin Money (To be borne by the employ				Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



#### **ANNEXURE - II** (Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)		
NAME	Mr. Mohammed Afzal	
ROLE	Systems Engineer	
ROLE DESIGNATION	Systems Engineer Trainee	
1. MONTHLY COMPONE	INTS	
BASIC SALARY		15,000
BASKET OF ALLOWANCE	ES	4,478
BONUS / EX-GRATIA (95% monthly basis)	6 of the eligible amount (20% of Basic Salary) being paid out on a	2,850
MONTHLY GROSS SALARY		22,328
2. ANNUAL COMPONEN	Γ	
BONUS / EX-GRATIA - (Ba the advance (95%) paid out o	alance 5% will be paid out in the end of the financial year after adjusting on a monthly basis)	150
3. RETIRAL BENEFITS		
PROVIDENT FUND - 12%	of Basic Salary	1,800
GRATUITY - 4.81% of Basi	c Salary*	722
FIXED GROSS SALARY (	1+2+3)	25,000

4. INCENTIVE COMPO	DNENTS		At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)			1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)				26,250	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)				27,500	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000	
OTHER BENEFITS					
Scheme Eligible Amount In INR Interest Monthly Instalments					Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12		Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time					

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



Offer: Computer Consultancy Ref: TCSL/CT20192661254/Bangalore Date: 12/09/2019

Mr. Mohan Kumar #415th Cross, L N Puram (Near Chowdeshwari Medicals), Bengaluru-560021, Karnataka. Tel# 91-9206640377

Dear Mohan Kumar,

# Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,024/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

TCS Confidential TCSL/CT20192661254

# TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 1



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 INR 13,000/- 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 INR **6,500/-** 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 INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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# TATA CONSULTANCY SERVICES



#### 4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **21,175/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

#### **PERFORMANCE PAY**

#### **Monthly Performance Pay**

You will receive a monthly performance pay of INR **4,000/-**. 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.

#### **Performance Bonus**

Your Performance Bonus will be INR **3,000/-** 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.

Performance Bonus 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 Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

#### **CITY ALLOWANCE**

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

#### **RETENTION INCENTIVE**

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

#### **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.

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# TATA CONSULTANCY SERVICES



#### OTHER BENEFITS

#### **Health Insurance Scheme**

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

HIS offers the following benefits:

#### 1. Basic Cover

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

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# TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 4



# 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.

# 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

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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.

# 3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

#### 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 to 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 probation 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 offer as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and

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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 your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### 10. 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.

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. 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.

#### **11. 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.

# 12. 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

#### **13.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.

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

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business and current assignment, to ask you to complete your notice period.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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 probation/service without notice.

#### **18. 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

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- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

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

\*Passport

\*NSR E-Card

# 19. 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.

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#### 20. 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.

#### 21. 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.

#### 22. 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.

#### Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 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

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#### TATA CONSULTANCY SERVICES



#### **GROSS SALARY SHEET**

Annexure 1

Name	Mohan Kumar	
Designation	Systems Engineer	
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	13,000	1,56,000
Bouquet Of Benefits #	29,258	3,51,100
2) Performance Pay		
Monthly Performance Pay	4,000	48,000
Performance Bonus*	3,000	36,000
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,560	18,720
Gratuity	625	7,504
Total of Annual Components & Retirals	2,185	34,124
Retention Incentive	NA	70,000
TOTAL GROSS	51,843	7,00,024
Xplore/ Learning Incentive****		Upto 60,000

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis.

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

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,500	78,000
Leave Travel Assistance	1,083	13,000
Food Card	500	6,000
Personal Allowance	21,175	2,54,100
GROSS BOUQUET OF BENEFITS	29,258	3,51,100

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#### Annexure 2

Ahmedabad	Bangalore
Lead – ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
Lead – ILP	Lead – ILP
Tata Consultancy Services Limited,	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	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgoan	DELHI – Noida
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari,	floor, Galaxy Business Park, Block - C & D, Sector - 62,
Gurgaon - 122003, Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
Lead – ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad,
781006, Assam	85 1891 - 187 2
INDORE	KOLKATA
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12,
Village Tigariya Badshah & Bada Bangarda, Tehsil	New Town, Rajarhat, Kolkata - 700160,
Hatod, Indore - 452018,	West Bengal OR
Madhya Pradesh	Auditorium,2nd Floor, Wanderers Building, Delta Park - Lords
КОСНІ	MUMBAI
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Infopark Road Infopark Campus, Infopark , Kakkanad,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kerala 682042	Rd, Thane West, Thane, Maharashtra - 400606
NAGPUR	PUNE
Lead - ILP	Lead - ILP
Tata Consultancy Services Limited,	Tata Consultancy Services Limited,
Mihan-Sez, Nagpur, Telhara,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
Maharashtra 441108,	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
Lead – ILP	
Ledia ILI	
Tata Consultancy Services Limited,	

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# TATA CONSULTANCY SERVICES

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.

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#### 2. Associate's Obligations

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

# 3. Intellectual Property Rights

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

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#### TATA CONSULTANCY SERVICES



#### 4. Prior knowledge

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

# 5. Use of third party material

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

#### 6. Security policies and Guidelines.

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

# 7. Restriction on Associate's Rights

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

#### 8. No License

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

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# TATA CONSULTANCY SERVICES



#### 9. Equitable Rights

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

#### 10. General

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

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

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

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

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

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

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#### HRD/3T/1000793319/20-21

Mr. Nagaraj S P Mabagi, Achave, Ankola-581344 India

Ph: +91-8277498326

Dear Nagaraj,

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 Fichard Lobo Date: 2021.01.08 4:05:00 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

January 8, 2021



January 8, 2021

#### HRD/1000793319/20-21

Mr. Nagaraj S P Mabagi, Achave, Ankola-581344 India

Ph: +91-8277498326

Dear Nagaraj,

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 Bichard Lobo Date: 2021.01.08 4:05:00 IST Reason: Digitalty 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	Mr. Nagaraj S P		
ROLE	Systems Engineer		
ROLE DESIGNATION	Systems Engineer Trainee		
1. MONTHLY COMPONE	NTS		
BASIC SALARY		15,000	
BASKET OF ALLOWANCI	ES	4,478	
BONUS / EX-GRATIA (95% monthly basis)	o of the eligible amount (20% of Basic Salary) being paid out on a	2,850	
MONTHLY GROSS SALA	RY	22,328	
2. ANNUAL COMPONENT	Γ		
BONUS / EX-GRATIA - (Bathe advance (95%) paid out o	alance 5% will be paid out in the end of the financial year after adjusting n a monthly basis)	150	

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000
TOTAL GROSS SALARY	25,000

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

\*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act



#### **ANNEXURE - II** (Compensation post Unit allocation)

COMPENSATION DETAILS (All figures in INR per month)					
NAME	Mr. Nagaraj S P				
ROLE	Systems Engineer				
ROLE DESIGNATION	Systems Engineer Trainee				
1. MONTHLY COMPONE	INTS				
BASIC SALARY	15,000				
BASKET OF ALLOWANCI	4,478				
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		2,850			
MONTHLY GROSS SALA	22,328				
2. ANNUAL COMPONEN	Γ				
BONUS / EX-GRATIA - (Bathe advance (95%) paid out of	150				
<b>3. RETIRAL BENEFITS</b>					
PROVIDENT FUND - 12%	1,800				
GRATUITY - 4.81% of Basi	722				
FIXED GROSS SALARY (	25,000				

4. INCENTIVE COMPONENTS			At an indicativ Payout of 5%	e At indicative Payout of 10%	At indicative Payout of 20%		
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)			1,250	2,500	5,000		
TOTAL GROSS SALAR	26,250						
TOTAL GROSS SALA	27,500						
TOTAL GROSS SALA	30,000						
OTHER BENEFITS							
Scheme	Eligible Amount In INR	Interest	М	onthly 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

# **SIEMENS**

#### Siemens Technology and Services Pvt. Ltd.

**Poushali Paul,** Hari Ganga Basak Road, Post Chowmani, Agartala, Tripura - 799001 Date25 January 2022Name & EmailShashikant S C<br/>shashikant.sc.ext@siemens.comDeptP&O / Talent AcquisitionCompanySiemens Technology and Services Private LtdOur reference264025/7804042

#### Dear Poushali,

We're really excited you want to join Siemens and further your career with us.

We are pleased to confirm offering you the position of **Software Developer/Engineer** starting from **28 Feb-2022** in **Digitalization and Technology Solutions** Division in **Bangalore**.

Your annual compensation, calculated on a cost-to-company basis, is **Rs. 800,000 /- p.a. (Rupees Eight Lakh Only)**, with the details provided in **Annexure I**.

Your appointment is based on the terms and conditions provided in the attached Annexures with a few points to note here:

- Start date We look forward to you joining us, and in the unfortunate event you do not join us on your confirmed start date, your appointment will automatically be withdrawn. Please note that your date of joining the organization will be maintained in the electronic employee master of the Company, known as your "Seniority Date" and shall be considered as final.
- 2. Office location You are initially appointed to work in our Bangalore office.
- 3. **Residence proof** The address in your application shall be deemed to be correct for sending any communication to you.
- 4. Date of birth Based on your declaration we have recorded your date of birth as 16-Jun-1997
- 5. **Offer** The Company reserves the right to withdraw this employment offer/conditional appointment before or after the start date, due to background/reference checks not being satisfactory and or there being restrictions on your ability to work with us. However, the above-mentioned reasons are not necessarily exhaustive and the decision of the Company is final and binding.

We welcome you as a member of Siemens family and look forward to your long and fruitful association with us. Kindly return the duplicate of this letter, signed in the place indicated, confirming your understanding and acceptance of the above and enclosed Annexures.

Yours faithfully, Siemens Technology and Services Pvt. Ltd.

Chethan Seegehalli Associate Vice President Digitalization and Technology Solutions Rajeshwari K Chief Manager- Human Resources

Gold Hill Excelsior Park, South Tower, First Main Road, Electronic City Phase II, Konappana Agrahara, Bengaluru, Karnataka - 560100

Siemens Technology and Services Private Limited Management: Pankaj Vyas

Registered Office: Plot No. 2, Sector No. 2, Kharghar Node, Navi Mumbai – 410210; Telephone +91 22 39672000; Fax +91 22 27740138; Corporate Identity Number: U99999MH1986PTC093854. Other Offices: Bengaluru, Chennai, Gurgaon, Mumbai, Noida, Pune.



#### Acceptance of Terms & Conditions of Employment

I hereby agree that I have read and understood the terms and conditions as stated in this letter (reference no 264025/7804042, dated 25 January 2022) plus the enclosed Annexures and accept employment with Siemens Technology and Services Pvt. Ltd with our internal organizational unit, job family and level code of RD-PS-SWDEV-**PR11** 

Enclosures:

Annexure I - Compensation structure

Annexure II - Service conditions

Annexure III - Terms & conditions of employment

Annexure IV - Terms & conditions of employment in relation to inventions made by the employee

Annexure V – Joining formalities

Candidate Signature: \_\_\_\_

Poushali Paul

Date:

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#### **ANNEXURE I**

#### **Compensation Structure**

Annexure - I

Date

25-Jan-22

Name Ms. Poushali Paul **Business Title** Software Engineer Digitalization and Position Level 11 Division Technology Solutions

#### **Compensation Structure**

Sr. no.	Heads of Payment		Compensation (Rs.)	
(A)	Basic Salary p.m.		23,333	
(B)	Base Flexible Pay (BFP) p.m. (includes Meal Card @ Rs.2,200/- p.m.)		39,413	
	Total Allowances / Benefits p.m.		39,413	
(C)	Base Pay p.m. (A +	+ B)	62,746	
	Retirals p.m.			
	Co. Contribution Provident Fund (12 % of Basic)		2,800	
	Co. Gratuity Provision (4.8% of Basic)		1,120	
(D)	Total Retirals p.m.		3,920	
(E)	Total Fixed Pay (TFP) p.m. (C +	+ D)	66,666	
(F)	Target Pay p.a. (E*	12)	800,000	
Insurance Benefits			Sum Assured (Rs.)	
Group Health Insurance Policy coverage p.a. (with a provision of enhancement of the base cover upto 200%)			200,000	
Group Personal Accident Insurance coverage p.a.			4,000,000	
Group Term Life Insurance coverage p.a.			800,000	
EDLI coverage			600,000	
Leave (Notional monetised value of 22 earned leaves for full year)			17,111	
ESI coverage		Not applicable as gross salary above ESI eligibility		

For Siemens Technology and Services Pvt. Ltd. As per company policy, the entitlement of gratuity will be the actual eligible amount calculated in line with the Payment of Gratuity Act, 1972, without any upper cap. However any amount above ₹ 20 Lacs (if applicable) will be subject to income tax as per rules. National Pension Scheme (NPS) can be opted for after joining. Statutory Bonus will be paid to eligible employees as per Payment of Bonus (Amendment) Act, 2015. Authorised Signatory All present & future taxes related to your employment will be borne by you.

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#### Annexure II

#### Service Conditions

#### 1. Service Conditions Overall

You shall serve the company diligently, faithfully and to the best of your skill and ability. You shall perform the duties entrusted to you with high standard of initiative, efficiency and economy. You shall at no time refuse to do any work/activities as allotted to you by your supervisors. You shall endeavor to increase your knowledge and skill through execution of jobs assigned to you from time to time.

You will be governed by rules, regulations and service conditions (as mentioned in the attached Annexures), applicable to the employees of your level working in the establishment of the company in which you will be working. The Company, however, reserves the right to add, alter and amend the said service conditions as may be considered necessary from time to time.

#### 2. Working Hours

You will be governed by the working hours prevailing in the establishment in which you work. You will be notified of your actual duty timings from time to time. You may be required to work in shifts as and when considered necessary by the Company.

#### 3. Holidays

You will be entitled to paid holidays as decided by Management. Such list of holidays will be notified at the beginning of the year.

#### 4. Work Location

You are initially appointed to work in the location noted in the above letter. Based on business requirements, you may be temporarily or permanently transferred to any company forming part of Siemens or to its associate companies or business associates anywhere in India or overseas at the sole discretion of the company. You may be required to furnish a specific Service Agreement/Deputation Agreement if you are sent abroad for the purpose of training or Company's business.

#### 5. Probation and Confirmation

You shall be on probation for a period of six months with effect from your start date. The probation period may be extended by the company at its sole discretion. During the period of probation, or any extension period thereof, there is one month's notice on either side.

On successful completion of the probation period, you shall be deemed automatically confirmed unless your probation period has been extended with a probation extension letter provided in advance.

As a confirmed employee there is three months' notice on either side. Kindly note that the Company reserves the right to claim compensation (@target pay) for any notice period not served. However, you cannot pay the company in lieu of the notice to be served.

Termination of employment will require one/three months' notice (as applicable for probation/confirmed status) or salary in lieu of notice.

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#### 6. Retirement

All employees will retire from the Company on attaining superannuation at the age of 60 years. However, the Company at its sole discretion, may decide to retire an employee prior to the employee attaining the age of superannuation.

#### 7. Maternity/Childcare Facilities for Women employees

As part of the Company's efforts to support work life balance for women employees during and post maternity, apart from fully complying with the provisions of the Maternity Benefit Act, 1961 the Company also extends additional facilities such as extended paid/unpaid leave etc. For details of the Company policy on Maternity Benefit please refer to the Policies section on the Intranet.

#### 8. Confidentiality

Please note that your compensation is personal and strictly between you and the Company. It has been determined based on numerous factors such as your education, experience, specific skills and professional merit. We advise you to use discretion in handling this information and any subsequent revisions made therein.

#### 9. Background Verification

Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the Company without restriction (e.g. non-compete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed void ab initio and liable for termination without any notice or salary in lieu of notice.

#### 10. Residential Proof

The address as indicated in your application shall be deemed to be correct for sending any communication to you. Any communication sent to you at the given address shall be deemed to have been served upon you. You shall inform the change in residential address, if any, in writing to the P&O Department within three days from the date of such change.

#### 11. Programmes and Initiatives

In order to remain competitive our Company undertakes number of programmes or initiatives like Benchmarking, Continuous Improvements, Cost reduction, Training and Development, reorganisation etc. You are required to actively participate and contribute to such programmes or initiatives.

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#### Annexure III

#### Terms & Conditions of Employment – General

Employee shall observe and conform to such duties, directions and instructions as communicated to him by the Company and those in authority over him.

Employee shall not at any time hereafter, without the consent in writing of the Company except under legal process, divulge or utilize any matter relating to the Company's transactions or dealings, which are of confidential nature.

Employee shall not use any of the designs, drawings, software, literature, and machines etc. of the Company for any purpose other than Company's business.

All software including packages as well as its associated documentation developed by the employee in the course of the duties shall be sole and exclusive property of the Company.

Employee shall be true and faithful to the Company in all his accounts, dealing and transactions, relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the sum.

Employee shall not during the continuance of his employment, without the consent of the Company in writing, be employed or interested, directly or indirectly in any other trade or business, employment or occupation whatsoever and will devote the whole of his time and attention to his duties.

Employee shall be responsible for safekeeping and return, in good condition and order, of all Company's property, which may be in his use, custody or charge.

A high standard code of conduct is expected from an employee and any behavior reflecting unfavorably on him or the Company is questionable and liable for disciplinary action. Employee shall also ensure compliance to the Business Conduct Guidelines (BCG) that are globally binding rules for all employees applicable across Siemens companies, the details of which are available on the P&O Intranet. In addition, The BCG declaration form (available on the P&O intranet) is required to be signed by every employee upon joining/promotion and once in every two years thereafter.

Employee shall abide by the information security policy of the organization and adhere to it.

At the time of separation from the services of the Company, the employee is expected to settle all his outstanding dues towards the Company including the Liquidated Damages, if any, etc. at once. In case of any default/ delay in settlement of outstanding dues, the Company will be free to recover such dues by appropriate means, with interest at the market rate.

Employee shall also be required to abide by terms and conditions in addition to those mentioned above which are in force for the time being or may be framed from time to time.

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#### Annexure IV

#### INTELLECTUAL PROPERTY RIGHTS & KNOW-HOW TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

- a) Company shall own all rights, titles and interests in the Intellectual Property which includes but not limited to all Work product and Know-How (including inventions, ideas, experiences, concepts, algorithms, designs, tools, trade secrets, source code, technical documentation, program development components, technologies, expert reports etc.) created/conceived by the Employee during the tenure of their employment with the Company. The Employee undertakes to waive and not assert any moral rights which may accrue to the Employee in respect of the Intellectual Property.
- b) Employee shall disclose to the Company promptly in writing about any Intellectual Property including the Work product and the Know-How (tangible and intangible form) conceived/created during the tenure of their employment with the Company.
- c) Company and its affiliates shall have right to seek statutory protection of the Intellectual Property in the form Intellectual Property Rights (IPRs) including Patents, Trademarks, Copyrights, Utility Models and/or Industrial Designs. Company and its affiliates shall be free to use, exploit, maintain and permit to lapse such IPRs.
- d) If by operation of law or otherwise, any or all work product or any component or element thereof, is deemed to be the IPRs of the Company, the employee hereby agrees to assign, irrevocably and to the fullest extent permitted by law, to the Company and its affiliates, its successor and assigns, ownership of all such IPRs.
- e) Employee agrees to cooperate with the Company to do whatever is reasonably necessary to secure and maintain the IPRs of the Company and/or establishing Company's rights over Intellectual Property during the course of their employment as well as after termination of the employment.
- f) Employee shall not publish/present orally or in written form, except with the express written consent of Company, any information in related to the Intellectual Property including the Work product and Know-How in any form on third party platforms/ third party during the course of their employment as well as after termination of the employment.
- g) Employee shall obtain necessary clearance from the Intellectual Property department of the Company before the last date of employment with the Company. Employee shall disclose to the Company promptly in writing about any Intellectual Property conceived/created during tenure of employment with the Company before the last date of employment with the Company. Upon termination of his/her employment, the Employee agrees to immediately return all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during their employment. Employee shall not make any copies or attempt to recreate the tangible embodiments of the Intellectual Property post termination of his/her employment with the Company.
- h) Employee shall inform the Company at the commencement of his employment with the Company of all Intellectual Property previously made by him, which he 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. The Company will be free to adopt any of the Employee's Intellectual Property disclosed to the Company at the commencement of his employment with the Company and conceived during his 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 letters of patent or design registration in respect of such Intellectual Property. The Company will notify to the employee if and to what extent the Company will adopt the said rights.

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#### Annexure V

#### **Joining Formalities**

Please bring the following documents with you at the time of joining, with your originals also for verification.

- 1. This Offer Letter with your original signature (for hand over to Company) - On joining, this letter serves as your official Appointment Letter
- 2. Photocopy of birth certificate / S.S.C. certificate / mark sheet (2 copies)
- All educational documents from 10<sup>th</sup> to highest education / semester wise mark sheet & provisional / 3. convocation certificate (2 copies)
- Photocopy of all previous employment / experience certificate / relieving certificate 4.
- 5. Photocopy of passport / ration card / driving license / Aadhar card (3 copies)
- 6. Photocopy of PAN / acknowledgement of PAN application (3 copies)
- 7. To apply for PF transfer please bring the below necessary information:
  - PF number / EPS number •
  - Previous employer contact details to contact for PF related communications
  - Whether previous company PF is maintained by Trust or RPFC account
  - RPFC office or PF trust address
  - Bank account number & Bank IFSC Code
- To use your existing ICICI or HDFC Bank for your salary account, please bring a void cheque 8.

If you have any questions, please contact us at:

- AskHR: Phone: 1-800-419-6677 (toll free number)
- Monday till Friday between 6.00 am to 8.00 pm •

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# birlasoft

#### LETTER OF INTENT

Dear Prashant Choudhamy

Dated: 17 Oct 2019

Congratulations! Subsequent to your interview and discussions with us, we are pleased to offer you appointment as Trainee Developer with Birlasoft Ltd.

#### **GENERAL TERMS AND CONDITIONS:**

- Your CTC would be INR 3.25 lakhs per annum.
- On joining you would be required to sign a Service Agreement which is applicable to you for period of 2 years commencing from your date of joining. Additionally, you may be required to execute a service agreement of an appropriate value depending on your salary/stipend.
- Joining location and Date of joining would be communicated very soon.
- You may also be eligible for an Internship for a duration around 6 months or lesser based on project requirements which are dynamic in nature.
- During your internship period you would be entitled for a Stipend.

Based on the acceptance of this letter, a detailed appointment letter with the terms and conditions will be issued to you on the day of joining. Kindly note that the above terms are subject to change at the sole discretion of Company.

Your joining is subject to the satisfactory verification of the documents and details mentioned in your application form and/or any information furnished at the time of interview, in addition to have fulfilled the eligibility criteria. Deviation in any of this, would result in cancellation of your selection in the organization.

We look forward to having a long and fruitful relationship with you at Birlasoft Ltd., wish you all the best!

Yours sincerely,

Raihan Shahzada Assistant Vice President- Talent Acquisition For Birlasoft (India) Limited

P want chronoste

#### **Birlasoft Limited**

(Formerly KPIT Technologies Limited) The Assotech Business Cresterra Tower 3, Plot no 22, Noida-Greater Noida Expressway, Sector 135, Noida (UP) 201301, India Tel: +91 120 6629000 | contactus@birlasoft.com | www.birlasoft.com Registered Office: 35 & 36, Rajiv Gandhi Infotech Park, Phase - I, MIDC, Hinjawadi, Pune MH 411057 IN CIN: L72200PN1990PLC059594

#### Scanned with CamScanner



#### Mphasis-Letter Of Intent!!

1 message

**Mphasis - Campus Hiring** <campushires@mphasis.com> To: preethikurdunje@gmail.com <preethikurdunje@gmail.com> Cc: Shraddha Hande <Shraddha.Hande@mphasis.com> Fri, Oct 4, 2019 at 13:34

Ref.No- MPHTH2020-1044

Dear Preethi Vijayadas Shetty,

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.

#### **BOTTLE LAB TECHNOLOGIES PVT LTD**

HTC aspire, 4th Floor (401) No. 19, Ali Askar Road, Bangalore, Karnataka -560052 www.thesmartq.com CIN: U72900KA2015PTC080475 E-mail: support@thesmartq.com Contact number: +91 8043758844



#### 07.01.2022

To, **Mr. Priyanshu Pareta** Bangalore

#### Subject: Offer letter

This is with reference to your application for the post of **Software Engineer** in our Company. We are pleased to appoint you with effect from **10.01.2022** as per the following terms and conditions.

For efficient and smooth functioning of the office, it is necessary to frame the rules and regulations which are currently in force and which may be introduced, altered or amended from time to time

#### KINDLY TAKE NOTE OF THE FOLLOWING:

- 1. You will be designated as **"Software Engineer"** and the job role details will be explained to you in detail on your first reporting day.
- 2. You will be entitled for a CTC of INR 11,00,000 (Rupees Eleven Lakh only) per annum, CTC subjects to any statutory deductions as applicable from time to time.
- 3. This offer letter is valid only for duration of 2 days from the date of offer. If you fail to revert back with your signed copy, the offer will be deemed void.
- 4. Your signature on this agreement shall be legally binding for you to join our company on the above-mentioned date. This offer is valid only if you join the organization by (10.01.2022). Failure to report at the specified office on the said date shall be deemed as "No-Show". In Such an event, the offer stands cancelled, and you shall be liable to pay one month's salary as penalty to the company for the loss suffered by the company.
- 5. The first six months after receiving the Appointment letter will be considered a period of probation, wherein the management will observe closely if the employee is performing as per the standards set forth by the company during the interview. If, the company standards



Planarind Online Services India Private Limited Co. Reg. No. U72900TN2015PTC099523

#### **PRIVATE & CONFIDENTIAL**

Date: 15<sup>th</sup> January 2021

To **Ramachandra Vinayak Hegde** S/o: Vinayak R H, at/post: Hegdekatta, Tq: Sirsi, Uttara Kannada, Karnataka -581403

#### LETTER OF EMPLOYMENT

#### Dear Ramachandra,

We are pleased to offer you the position of **Software Engineer** with PlanarInd Online Services India Private Limited ("us" or the "Company"), upon the terms hereinafter appearing.

- 1. Job Duties and Commencement Date: You will begin work on **18<sup>th</sup> January 2021**. Your duties shall include the following:
  - (a) Be a part of the development team on the Welnvest platform and associated products
  - (b) Ensure timely delivery of various planned initiatives, be it product, technical or other improvements
  - (c) Work with the rest of the Software Development team on various parts of the software lifecycle.

This is list is not exhaustive or final, and will be subject to revisions from time to time.

- 2. Place and Hours of Work:
  - (a) Your official place of work shall be Enzyme Tech Park, #480, 27<sup>th</sup> main road, Sector 2, HSR Layout, Bangalore 560102 or as directed by the *Company* from time to time. In events where you are assigned to projects that require onsite deployments, the *Company* may require you to travel and work at client locations, both within and outside India. You will be reimbursed all reasonable travel and stay expenses incurred by you in the course of performing your duties in accordance with the *Company's* travel policy.
  - (b) The typical work week constitutes of 40 hours between Monday and Friday and subject to our Flexiwork policy. Your immediate manager will determine work hours from time to time.
  - (C) You may be required to commit additional working hours for the performance of your duties as requested by the management of the *Company*.
- 3. **Probation:** You will undergo probation for the first 90 days of your employment with us. We may extend your probation period at our sole discretion. During your probation either party can terminate employment by giving at least 24 hours' notice in writing.



Planarind Online Services India Private Limited

#### 4. Salary and Bonus:

You will be paid an Annual gross remuneration of **INR 5,00,000/-** ("Gross Cash Remuneration"). Payment of bonuses are subject to the employee being on the rolls of the company and not serving notice on the date of Payout. The monthly salary, including deductions and claims, will be paid to you by cheque or bank transfer no later than 10<sup>th</sup> of the following calendar month. We may review your salary from time to time at our discretion and based on your performance.

#### 5. General Duties and Reporting Lines:

- (a) As you will be a full-time employee, you are required during working hours to devote substantially all your time, attention and skill to your work, to faithfully and diligently perform your duties in the best interests of the *Company* and to obey all lawful directions given to you by your immediate supervisor or the management of the *Company*. In light of the foregoing, if you wish to engage in any other business outside of your employment with us (which is of a commercial nature and subject to paragraph 8 of this letter), you shall inform us of the same and any such engagement shall be subject to prior approval from the management of the *Company*. Such engagement, if approved, shall not affect the performance of your duties in the *Company*.
- (b) You shall directly report to the Engineering Manager, in absence of whom, you will report to the Chief Delivery Officer.
- 6. **Confidentiality:** You shall not at any time during the course of your employment or at any time after your employment has terminated disclose to any person any confidential information obtained in the course of your employment. Confidential information includes and is not limited to trade secrets, business plans, strategies, financial information and any other information that will affect our competitive position and that is not available to the public (the "Confidential Information"). Notwithstanding any other provision in this letter, in the event that the *Company* obtains Confidential Information from any third party, you shall not without the written consent of the *Company* at any time (either during your employment hereunder or after the termination of your employment) infringe restrictions on disclosure agreed to by the *Company* and made known to you.
- 7. **Non-Competition:** You agree that you shall not, without the prior written consent of the Company, during the course of your employment and for a period of 1 year from the last day of your employment with us (the "Relevant Period""):
  - directly or indirectly be engaged in any other business which is the same as, similar to, or competes with the business of the *Company* whether as employee, volunteer, or contractor so as to harm the goodwill of the *Company*;
  - (ii) directly or indirectly be engaged in any other business whether as principal, partner, director, or agent so as to harm the goodwill of the *Company*;
  - (iii) invest in, be concerned or interested in any other business save for the holding of not more than 5 per cent of the share capital of a company whose shares are listed on any stock exchange; and



Planarind Online Services India Private Limited

- (iv) endeavour to entice away from the Company any employee with whom you have, during the course of your employment, worked, or had personal dealings with at any time;
- (v) solicit business from, or endeavour to entice away from the Company any person, firm, company or organisation who or which is and has been, at any time within the 12-months period immediately preceding the termination of your employment (the "Contact Period"), a client of the Company or a client who is in the habit of dealing with the Company or in respect of which the Company has formally tendered for work and with whom or which you had, during the course of your employment, direct dealings or personal contact during the Contact Period, so as to harm the goodwill of, or so as to compete with, the Company; and
- (vi) directly or indirectly interfere or seek to interfere with the continuance of goods and/or services to the Company from any supplier who has been supplying goods and/or services to the Company if such interference causes or would cause that supplier to cease supplying, or to materially reduce its supply of, those goods and/or services to the Company.
- 8. Intellectual Property Rights: All intellectual and industrial property rights arising out of or otherwise in connection with carrying out of your duties during your employment with the Company shall immediately be assigned to and vest in the *Company* or such other person as may be nominated by the Company as such rights are created. All information, reports, studies, object or source codes, flow charts, diagrams and other tangible or intangible material, as well as all drafts notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related to any products or services developed by the Company (collectively, the "Inventions") of any nature whatsoever produced by you or as a result of you performing your duties to the *Company* during your employment under the *Company* and all copies of the foregoing shall be the sole and exclusive property of the Company. You hereby irrevocably grant, assign and transfer to the Company all right, title and interest of any kind, nature or description in and to the Inventions, including copyrights, trade secrets and other intellectual property rights, as well as in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. You shall promptly disclose to the Company and assign any and all interest in any invention, improvement or discovery made or conceived by you, either alone or in conjunction with others, which arises in the course of your duties to the Company.

You further agree that you shall, whether during or after the term of your employment with the *Company*, execute all documents and do all such acts and such things as may be necessary or requested by the *Company* in order to ensure that such intellectual property rights vest exclusively in the *Company*.

9. No Use of Name: You shall not at any time even after the expiry of the Relevant Period use any name in such a way in relation to any trade, business or corporation as to be capable of, or likely to be confused with, the name and/or the goodwill of the *Company*.



Planarind Online Services India Private Limited

- 10. **Reasonableness:** The provisions of paragraphs 6, 7, 8, 9, 16 of this letter shall survive the termination of your employment contract and your employment with the Company, howsoever the same may arise. We agree that if any such restrictions shall be regarded as exceeding what would be reasonable for such protection but would be valid if part of the wording were deleted or reduced in scope, then we agree that these restrictions shall apply with such modifications as may be necessary to make them valid and effective.
- 11. Annual, Medical, and Hospitalisation Leave: You are entitled to 24 days paid leave for each full year of completed employment with us which will be pro-rated according to the number of days you are employed by us in each calendar year. All leave is subject to our approval. If hospitalisation is required, you will be entitled to the lesser of 60 days in each calendar year or the number of days you are hospitalised. The aforesaid leave is in addition to the public holidays as gazetted in India. You will also receive benefits under the Group Medical and Group Personal Accident covers subscribed to by the company and communicated to you from time to time.
- 12. **Termination by Notice:** Upon confirmation of employment, either party may terminate the employment by giving 30 days prior written notice. The company, may, at its sole discretion, allow a lower notice period by accepting salary in lieu of the notice period waived. The company reserves the right to not to give any reasons for termination.
- 13. **Termination for Cause:** Notwithstanding any other term of this letter, your employment with us may be terminated immediately by us, without prejudice to and in addition to any other remedy available to us and without notice or compensation, in the event you are found to be negligent or incompetent in your work, or guilty of insubordination, you do not comply with the reasonable requests of the management, or you are found to be in breach of the terms contained herein.
- 14. **Return of Documents:** Upon termination of your employment you shall return to the authorized representatives of the *Company* in proper order and condition all documents, records, items and materials in your possession or custody relating to the business of the *Company* and/or belonging to us or our clients and you shall not retain any copies in any form or media.
- 15. **Survival of Specific Provisions:** The provisions of paragraphs 11, 12, 13 and 14 of this letter shall survive the termination of your employment contract and your employment with the *Company*, howsoever the same may arise.
- 16. Entire Agreement: The terms of this letter, together with such other terms as the *Company* may apply to your employment from time to time in its discretion, constitute all the terms of your employment with the *Company*, and supersedes all previous representations, statements, understandings and contracts of service between us and you (if any). Notwithstanding the foregoing, the *Company* reserves the right to modify the terms of your employment from time to time in its discretion and the employee will be notified before such modifications come into effect.



17. **Governing Law:** The terms of this letter shall be governed by and be construed in accordance with the laws of India and the *Company* and you hereby submit to the non-exclusive jurisdiction of Indian courts in connection with any dispute or matter arising hereunder.

Please confirm your acceptance by signing the enclosed duplicate of this letter in the place indicated and returning the same to us. We look forward to your joining us and we take this opportunity to welcome you to our *Company*.

Sincerely, Bangalor Basava/Kumar CS

For: Rajesh Arjunlal Jaisingh <COO, Welnvest>

I accept the above terms and conditions.

Name: PAN: Ramachandra Vinayak Hegde BAJPV9563K

Date:



#### Offer: Computer Consultancy Ref: TCSL/CT20192669903/Bangalore Date: 12/09/2019

Ms. Saumya Chethana Ladies HostelDr. Ambedkar Institute Of Technology, Nagarbhavi, Bangalore-560056, Karnataka. Tel# -

Dear Saumya,

#### Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,024/-** 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 & Conditions). You will also be issued a letter of appointment at the time of your joining after

TCS Confidential TCSL/CT20192669903

#### TATA CONSULTANCY SERVICES

VYDEHL RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 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 1

#### 16 January 2020

To Sharnya Bhat #203 29th Cross 2nd Block Rajajinagar Bangalore,KA





Juniper Networks India Private Ltd. STPI Unit, a wholly-owned subsidiary of Juniper Networks, Inc. (hereinafter referred to as the "the Company"), takes pleasure in confirming you as an **Intern 3 Software Engineering** with the Company by this Internship Letter ("Internship") upon the following terms and conditions:

#### 1. Internship

Your Internship with the Company will commence from **27/01/2020** and will end on **30/06/2020**. The Company is not obliged to provide you employment in the Company after completion of your internship with the Company.

You will report directly to **Subodh Kumar** or such other person as the Company may designate. During your Internship, you will perform all acts, duties and obligations and comply with such orders as may be designated by the Company. Currently, the tasks expected to be performed by you are mentioned in Annexure A.

You shall devote your full business efforts and time to the Company and agree to perform your duties faithfully and to the best of your ability. You agree not to engage in any other internship, employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Company.

#### 2. Stipend

Your gross monthly stipend will be **INR 31,800.00** which is subject to the local withholding taxes and other statutory deductions as mentioned in Annexure B. Please understand that stipend details are confidential. These details are between you and the Company. We request that stipend details not be discussed with other employees.

#### 3. Expenses

The Company shall reimburse you in respect of (a) such expenses as may be incurred by you while engaged in the business of the Company as the Company, in its discretion, shall consider reasonable; and (b) expenses in connection with your operation of a vehicle in connection with the business of the Company, subject to your provision to the Company of proper receipts or other evidence of such expenditure, in accordance with the rules and procedures established by the Company from time to time.

#### 4. Place of Work and Hours of Work

Your place of work will be **Bangalore**, **IND Elnath-Exora** However, you may be required to work at any other premises which the Company currently has or may later acquire. You may also be required to travel within India and abroad for the performance of your duties. Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 8.30 a.m. to 5.30 p.m. (subject to a lunch break of one hour), Monday to Friday in each week during your internship with the Company.



Juniper Networks, India Pvt. Ltd. 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Electra Exora Business Park Marathahalli-Sarjapur Outer Ring Road Bengaluru-560 103, India, o +91 80 6121 0100 f +91 80 6121 0590 CIN: U72200MH2000FTC126336 Email:India-support@juniper.net Registered Office: Juniper Networks, India Pvt. Ltd. Unit #103, 1<sup>st</sup> Floor, Platina Plat # C-59, 'G' Block, Bandra Kurla Complex Bandra East, Mumbai – 400 051, India 0 +91 22 6121 3700 f +91 22 6121 3709

www.juniper.net

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

#### 5. Holidays and Leaves

You are entitled to public holidays, annual leaves, sick leave and casual leaves in accordance with Juniper policies and applicable local legislation of the state of your posting and after taking prior written approval from the Company.

#### 6. Company Policies

During your Internship with the Company, you shall observe and comply with all policies, rules and/or regulations of the Company as may be made or amended from time to time.

#### 7. Termination

Either party may terminate your internship before the end date specified in Paragraph 1 on one month's written notice or payment in lieu of any shortfall of written notice.

The Company reserves the right to terminate your internship contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct, persistent unpunctuality, neglect of duty, material breach of any of the terms of your Internship or on any other ground as per applicable law.

#### 8. Return of Company Property

All notes and memoranda of any trade secrets or confidential information concerning the business of the Company which shall be acquired, received or made by you during the course of your Internship shall be the property of the Company and shall be surrendered by you to a person duly authorised in that behalf at the termination of this Internship or at the request of the Company at any time during the course of your Internship.

You must not destroy or damage any Company Property (including, for the avoidance of doubt, any electronic materials) prior to their return, unless otherwise directed by the Company in writing.

9. Confidentiality and Intellectual Property

You shall not, during the continuance of your Internship or after its termination, disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organisation, business, finance, transactions or affairs of the Company or any of its related companies which may come to your knowledge during your Internship and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business.

You may be required to sign and return a copy of the attached Confidential Information and Invention Assignment Agreement.

#### 10. Representation

In the event of termination of your Internship, you agree that you will not at any time after such termination represent yourself as still having any connection with the Company or any Associated Company save as a intern for the purposes only of communicating with prospective employers or complying with any applicable statutory requirements.

#### 11. Severability

If any of the terms of this Internship Agreement is in conflict with any rule of law or statutory provision or is otherwise

### Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

unenforceable or invalid under any applicable law or regulation, such invalidity or unenforceability shall not invalidate, impair or effect any of the remaining terms of this agreement and this agreement shall continue in full force and effect.

12. Entire Agreement

This Internship Agreement supersedes and cancels all previous agreements and undertakings between the Company and you with respect to your appointment as intern whether such be written or oral.

13. Governing Law and Jurisdiction

This Internship Agreement shall be governed by and construed in accordance with the laws of India and courts of **Bangalore** courts shall have the non-exclusive jurisdiction to deal with the any dispute arising out of this Agreement.

We are excited at the possibility of having you as part of the Juniper team and hope that you share our enthusiasm. We believe that this is a tremendous opportunity for you to be a part of the cutting-edge product development team. Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate of this Internship Agreement.

Yours sincerely

Jai Prashanth Manager, Talent Acquisition Juniper Networks India Private Ltd.

Acceptance

I, Sharnya Bhat hereby confirm acceptance of all of the above terms and conditions.

Signature:

Date:

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39



#### Annexure A

Expected tasks to be performed by the Intern

- 1) Comprehend the Problem definition of the Project.
- 2) Thorough due diligence of the Technology Choices and Recommend the best Technology
- 3) Learn domain details, design and implement a prototype
- 4) Understand and use Juniper software development process
- 5) Make Project Status Presentations to the Managers every month.
- 6) Follow the project schedule and deliver results on time.

Annexure B

Anticipated Start Date: 27-Jan-2020, Sharanya Bhat, Date: 16-Jan-2020 21:51:39

Components	Amount in INR (Per Month)		
Basic Salary	15,000.00		
Special Allowance			
	16,800.00		
Provident Fund*(Employer Contribution)	1,800.00		
Total	33,600.00		

\*Provident Fund – Paid in accordance with Provident Fund Legislation and matching contribution is deducted from stipend every month



Arcadis Consulting India Pvt Ltd (SEZ unit) (Formerly Hyder Consulting India Pvt Ltd) Karle Town Centre, Hub 1,11th Floor 100 Ft Kempapura Road, Nagavara, Bangalore-560045 T (+91) 63664 09171 www.arcadis.com

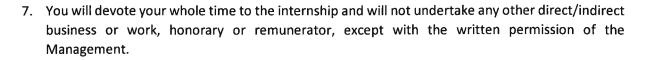
6-March-20

Shreya Rai S Flat No. 205, D X Max Sheltons, Near Govt School, NGEF Layout, Mallathahalli Ullalu, Upanagara, Banaglore – 560056 Karnataka

Dear Shreya,

With reference to your application dated 14<sup>th</sup> January 2020 and subsequent interview held with us, we are happy to engage you as a **Project Intern**, on the following **Terms & conditions**:

- 1. Your Internship will be for a period of two months, starting from 9<sup>th</sup> March 2020 up to 8<sup>th</sup> May 2020.
- 2. You will be paid a stipend of **Rs. 10,000 only** per month. As an intern, you will not be entitled to any other benefits/privilege available to full term employees.
- 3. It is clearly understood and agreed that as an intern you will not have lien or right on the regular job, either during the initial or the extended period of internship even if there is a vacancy.
- 4. The initial period of your internship is for two months from the date of your joining which will come to an automatic end on the expiry of the period. If your progress and interest is not found satisfactory during this period, this offer shall be liable to termination of this offer.
- 5. This offer is further subject to verification of the particulars given by you on your application form. In case, any particulars mentioned by you in the application are found false or incorrect. your internship shall be terminated with immediate notice.
- 6. During the period of internship, you will submit a monthly report on or before 7<sup>th</sup> day of the following month to your reporting manager with a copy to HR. The report shall detail the summary of the project during the month, with a review of your recommendation.
- 7. You will devote your whole time to the internship and will not undertake any other direct/indirect business or work, honorary or remunerator, except with the written permission of the Management.



ARCADIS

- 8. You will not give to any one, by word of mouth or otherwise, particulars or details of our work processes, technical know-how, or of administrative and/or organizational matters, whether of confidential or secret nature that becomes known to you for being associated with our company as an intern.
- 9. Notwithstanding any of the clauses of this letter of internship, the Management reserves the right to terminate your engagement without assigning any reason and without notice during your internship period.
- 10. On the day of starting your internship with us you will need to sign our NDA and Arcadis General Business Principles (AGBP).
- 11. Hours of work:
  - Your normal hours of work are from 9:00 am to 5:30 pm, Monday to Friday, excluding public holidays.
  - You will be required to comply with any time keeping or recording-keeping scheme existing in the company.
- 12. Location: You will be posted at Bengaluru
- 13. You will report to Senior Consultant for the entire period of the internship.

If you accept the above terms, you are required to return the copy of this letter of offer duly signed by you in token of your acceptance.

Wishing you the best.



Accepted

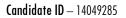
Signature

Name: Shreya Rai S Date:

### Cognizant

#### 28-Jan-2020

Dear Shruti Sinha, B.Tech/B.E., Information Science Engineering DR AMBEDKAR INSTITUTE OF TECHNOLOGY





In continuation to our discussions, we are pleased to offer you the role of **Programmer Analyst Trainee** in **Cognizant Technology Solutions India Private** Limited ("Cognizant").

During your probation period of 12 months, which includes your training program, you are entitled to an Annual Total Remuneration (ATR) of **Rs.401,986/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs.23,986/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity. The break up is presented in **Annexure A**.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your annual Total Remuneration (ATR) would stand revised to **Rs.455,880/-**. This includes an annual incentive indication of **Rs.22,500/-** as well as Cognizant's contribution of **Rs. 24,880/-** towards benefits such as Medical, Accident, Life Insurance and Gratuity.

Your appointment will be governed by the terms and conditions of employment presented in **Annexure B**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

Cognizant is keen that there is a secure environment for clients and internally too. You are required to be registered with the National Skills Registry (NSR) and provide the ITPIN while joining the organization. Please refer Annexure B for more details.

#### Please note

• This appointment is subject to satisfactory professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

• Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

We look forward to you joining us. Should you have any further questions or clarifications, please log into https://campus2cognizant.cognizant.com

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.,

S. Gray

Suresh Bethavandu **Global Head-Talent Acquisition** I have read the offer, understood and accept the above mentioned terms and conditions.

Signature :

Date:

### Cognizant

#### Annexure A

Ν	lame: Shruti Sinha Designation:	Programmer Analys	t Trainee
SI. No.	Description	Monthly	Yearly
1	Basic	10375	124,500
2	HRA @60% of basic*	6225	74,700
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7175	86,100
	Annual Gross Compensation		355,500
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		378,000
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		18,000
	Gratuity		5,986
	Annual Total Remuneration		401,986

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group personal accident Insurance coverage
- Group Term Life Insurance Coverage
- Employees' compensation insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act
- Women associates joining Cognizant will be entitled to Maternity leave as per the Maternity Benefit (Amendment) Act, 2017

# Provident Fund Wages: For the purpose of computing contribution to Provident Fund, Pension Fund & EDLI Scheme, "Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout". Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser. ESI Eligible Wages Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter. Earned ESI Wages: Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month. ESI Contribution shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period

\* Flexible Benefit Plan: Your Compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- 1. Choose from a bouquet of allowance or benefits
- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* Incentive Indication: Incentive amount may be higher, lower or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is pro-rated to the duration spent with Cognizant India for a calendar year and will be paid to you only if you are active on Cognizant's payroll on the day the incentive is paid.

\*\*\* Language Premium: This allowance is applicable only for Japanese, German & French language. It will be paid along with the Apr, July, Oct and Jan payroll for the previous quarter and will be subject to tax deductions as applicable in India. The amount will be pro-rated to the duration spent with Cognizant India and will be

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paid out on the condition that you continue to use the foreign language skill as required by your role/project/account.

\*\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

Note: Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same.

Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.

Login to https://onecognizant.cognizant.com->Total Rewards App for more details



#### **APPOINTMENT LETTER**

30 Jun, 2020

Dear Suma YK,

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.
- The retirement age is 58 years. c.
- 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.
- The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining, g.

Signature Not Verified Digitally signed by SUMIL KALACHAR Date: 2020.06.30 1943:35 IST Reason: Campus Offer Letter Location: Bengaluru

Registered Office:

India

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#### 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.

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- 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).

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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.

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- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

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

#### **10. Training Agreement:**

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **atleast** 12 months commencing from the date of 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.

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#### 12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager - Talent Acquisition

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

I shall be reporting for duty on \_\_/\_/\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_ /\_ /\_\_\_

Place:



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#### **ANNEXURE I**

#### **DECLARATION ON CONFLICT OF INTEREST**

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

#### Noted below are a few examples of conflict of interest:

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

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

Name:

Date: / /

Signature:....

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#### 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:

- 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: <u>policyclearinghouse@wipro.com</u>.
- 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 Regulate, Monitor Report Trading Insiders. to and by Or write to policyclearinghouse@wipro.com

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#### **ANNEXURE II**

#### PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I -----, 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."

Name:

Date: \_/\_/\_\_\_

Signature.....

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#### **ANNEXURE III**

#### SALARY OFFER SHEET

: Suma YK Name

Career Group: TRB – II

Position : Project Engineer

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		

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India

 
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9238080

\*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.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two a. 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
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI C. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: \_/\_\_/

Signature:....

Registered Office:

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## 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.

Name:

Date: / /

Signature:....

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## ANNEXURE – V

## Variable Pay - A BRIEF OVERVIEW

#### Variable Pay Policy Summary & Computation:

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

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

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

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

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2020-21.

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## 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.

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## 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.

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## **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:
  - Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. i. 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.

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## SUMMARY - SOCIAL SECURITY & OTHER BENEFITS\*

## <u>Medical</u>

accessible on joining.

- <u>Medical Assistance Program (MAS)\*\*</u>: 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.
- 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
- 3. <u>Annual Health check</u>: Company paid Annual health check-up program is available for employees above 40 years of age.

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

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

#### Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members. E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\%$  = Rs. 6,480 per month as supplementary pension payable. \*Grade Factor is a band specific pre-defined 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.

<u>Contingency Loan</u>: 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.

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## 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.

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## 

## HRD/FINALSEMTRG/2019/13524715

January 29, 2020

Vatsala V.

Dr Ambedkar Institute of Technology

## Dear Vatsala,

1.	Program Date	:	February 3, 2020
2.	Duration of the program	:	14 to 16 weeks
3.	Location	:	Mysore, India

Please note that you will be required to make your own arrangements for travel to Mysore (or any other Infosys location that may be communicated to you by Infosys) and from Mysore upon completion of the Program., Should you be required to travel to offices of Infosys located in different cities as part of your Program, Infosys shall bear the cost of such travel. Please note that your entitlements shall be communicated to you at that time.

A break-up of the benefits that you are eligible for is mentioned below:

Accommodation	Provided by Infosys at no charge for the entire duration of the Program
Stipend	Rs.10,000/- per month

You would also be covered under the Personal Accident Insurance and Hospitalization Insurance Policy of Infosys for the duration of your Program. If you require additional coverage, you would need to obtain this in your personal capacity.

If you are required to use the bus, library and fitness facilities (if any), you shall be provided access during the period of your Program in accordance with policies of Infosys.

For the duration of the Program, you will be required to adhere to certain policies / practices that are applicable to employees of Infosys, including but not limited to the Trainee's obligations as per the Training Agreement. Additionally, you may be required to sign agreements with Infosys, at the sole discretion of Infosys, relating to protection of Infosys confidential and proprietary information. Infosys disclaims all liability and responsibility for acts or omissions by you that are in violation of any law, guideline, rule or regulation.

Digitally signed by RICHARD LOBO Date: 2020.01.29 18:41:31 +05:30 Reason: Internship Offer Letter Location: Bangalore



Please note that the Training Agreement may be terminated by Infosys as per Clause 6 of the said Agreement.

Please sign and carry duplicate copy of this letter and the attached undertaking at the time of joining indicating your acceptance of these terms. You are requested to read and retain the instructions attached to this letter.

If there are any changes to the terms and conditions mentioned above, we will revert with another letter as soon as possible.

Thanking you,

Yours sincerely,

RICHARD LOBO EVP - Head HR



Dear Vatsala,

We would like to ensure that you are updated on a few things in order that your assignment with Infosys is productive and enjoyable.

You will be required to report at the following address:

Infosys Limited

Offshore Development Centre

Hebbal Electronics City, Hootagalli,

Mysore - 571186, INDIA

You are expected to arrive at our Mysore campus a day before your joining date and accommodation will be provided from then on. Please note that accommodation will be provided only for you from a day before your joining date. In case any of your family members accompany you then they will have to arrange for their accommodation outside the campus at their own expense.

You will be given an access card for the duration of your Program in order that your movements within the premises are not curtailed. You are expected to carry it at all times.

You are required to work from Monday through Saturday as per the regular working hours of Infosys which will be communicated to you at the time of joining.

At the end of the Program, you will be required to make a presentation on your project and hand over a copy of your project report to your Project Mentor.

## Infosys Dress Code

1) For Gentlemen:

## Mondays and Tuesdays:

You are expected to dress in business formals, i.e., a full-sleeved shirt, formal trousers, formal shoes and a tie.

Note: Do not remove the tie once you enter the campus.

Wednesdays and Thursdays:

You may opt to wear a full / half-sleeved formal shirt, but formal trousers and formal shoes (brown, black or tan) are a must.

## Fridays and Saturdays:

You may opt to wear jeans, a t-shirt, and sports shoes. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.



2) For Ladies:

## Monday to Thursday:

You are expected to dress in western business formals, saree or salwar / churidar-kameez.

## Fridays and Saturdays:

You may opt to wear jeans and a t-shirt. However shorts, slippers, sandals / slippers are not considered appropriate on all working days.

## **UNDERTAKING**

I, \_\_\_\_\_\_, do hereby agree to abide by the policies, rules and regulations governing employees of Infosys in their conduct and those specified in the Standing Orders. I acknowledge and agree that Infosys has no liability and responsibility for all acts or omissions by me that are in violation of any law, guideline, rule or regulation during the period of the Program.

Signature	:	
Name	:	
Date	:	



## TRAINING AGREEMENT

This Agreement is made as of \_\_\_\_\_\_(the "Effective Date") between Infosys Limited, a corporation organised and existing under the laws of India and having its primary place of business at 44 Electronics City, Hosur Road, Bangalore 560 100, India and its Affiliates ("Infosys" hereafter) represented by

AND

	("Trainee" hereafter), Son/Daughter of	, and a permanent
resident of		

**WHEREAS** Infosys is a reputed Indian company operating globally and engaged in the business of development of solutions for Information Technologies & the Information Technologies Enabled Services sector; and

**WHEREAS** the Trainee is desirous of completing his/her training at the designated Infosys Campus and receiving formal, effective, technical and practical training from Infosys enabling him/her to independently function as a competent professional of the Information Technology sector ("**Program**" hereafter) after completing his/her graduation course and thereby becoming commercially viable to any organisation that he/she wishes to join by meeting the business needs, parameters, standards and efficiency levels required by the organization.

**WHEREAS** the Trainee is aware that the Program would comprise of courses, modules, prescribed programs by Infosys which involves the expenditure of substantial sums of money by Infosys in the form of substantial costs, expenses, man hours spent in imparting the training ("Fees" hereafter); and

**NOW THEREFORE,** for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows:

## 1. **DEFINITIONS:**

- 1.1 "Affiliate" of Infosys shall mean a person or entity directly or indirectly controlling, controlled by, or under common control with Infosys. "Control" for the purposes of this clause shall mean with respect to any person or entity, the right to exercise or cause the exercise of at least fifty per cent (50%) or more of the voting rights in such person or entity.
- 1.2 "Agreement" shall mean this agreement between Infosys and the Trainee.



- 1.4 "Confidential Information" shall include, but is not limited to (i) all forms of information provided to the Trainee as per the prescribed module or otherwise, during the Program; and (ii) includes trade secrets or other information relating to the affairs, finances, business practices, clients, connections or business plans of the Infosys to which the Trainee gains access in the duration of the Program, but does not include information or knowledge which has come into the public domain.
- 1.5 "Date of Joining Confirmation Letter" shall mean the letter issued by Infosys after the Offer Letter informing the Trainee of the details of his/her joining Infosys as an employee.
- 1.6 "Employee Handbook" shall mean the employee handbook applicable to all employees of Infosys during the entire tenure of their employment.
- 1.7 "Fees" shall include the meaning ascribed to it in Clause 3.1.
- 1.8 "Misconduct" shall, for the purpose of this Agreement, would have the same meaning ascribed to it in the Standing Orders of Infosys
- 1.9 "Infosys Campus" shall mean any development centre and/or office premises Infosys.
- 1.10 "Offer Letter" shall mean the letter given to the Trainee providing him/her with an offer to join Infosys after the successful completion of the Program as a full-time employee in the capacity of a systems engineer, subject to terms and conditions contained in the offer letter.
- 1.11 "Project" shall mean the mandatory final semester college project work as part of his/her curriculum in his/her college.
- 1.12 "Program" shall include the meaning ascribed to it in Clause 2.
- 1.13 "Standing Orders" shall mean the Standing Orders issued by Infosys (applicable to all its employees) in accordance with Section 7 of the Industrial Employment (Standing Orders) Act 1946.



## 2. **PROGRAM**:

- 2.1 The Program would commence from **February 3, 2020**
- 2.2 The Program would be conducted at any designated Infosys Campus, and such information shall be provided to you separately by authorized Infosys personnel.
- 2.3 The Program would comprise of a technical project(s) where the Trainee would be allocated to a team mentored by project managers and programmer analysts of Infosys.
- 2.4 The Program may require the Trainee to work with the latest tools, technologies and frameworks used in and by Infosys and/or used in the Information Technology sector globally.
- 2.5 The Program may require the Trainee to undergo the entry level training program prevalent at any Infosys Campus.
- 2.6 The Program will require the Trainee to be assessed on his soft skills by relevant personnel designated by Infosys.

## 3. FEES

- 3.1 The Fees for the Program imparted to the Trainee would be an amount of INR 25,000/- (Rupees Twenty Five Thousand only).
- 3.2 The Trainee agrees that he/she shall be liable to pay Infosys all costs and expenses incurred in or connected with training as stipulated in clause 3.1 of this Agreement, in the event of –

3.2.1 Not joining Infosys as an employee after an Offer of employment has been extended by Infosys to the Trainee; or

3.2.2 The Trainee has become ineligible for employment by Infosys due to non-fulfillment of the terms and conditions of the Offer Letter.



## 4. INFOSYS' OBLIGATIONS

- 4.1 Infosys shall ensure that the Trainee is given every possible opportunity to complete his/her Project during the course of the Program.
- 4.2 For the above-mentioned completion of the Trainee's Project, Infosys shall allow the Trainee extensive use of the facilities which were ordinarily available to the Trainee during the Program.
- 4.3 Infosys shall provide for free accommodation within the designated Infosys Campus to the Trainee for the duration of the Program.

## 5. TRAINEE'S OBLIGATIONS

- 5.1 The Trainee, during the course of the Program, would have to follow all rules and regulations and all company policies that would normally be applicable to any other employee of Infosys.
- 5.2 The Trainee shall attend the full duration of the Program and shall be granted leave of absence at the sole discretion of Infosys.
- 5.3 The Trainee shall faithfully and diligently undergo and imbibe the Program strictly in a manner prescribed by Infosys.
- 5.4 The Trainee shall not commit any act(s) of misconduct, indiscipline, refusal to obey orders or any other act(s) which impedes the process of the Program.
- 5.5 The Trainee shall not disclose any Confidential Information to any party without the prior written approval of Infosys.
- 5.6 Notwithstanding any other provision of this Agreement, the Trainee shall be required to follow a 6 (six) day working week as part of the Program.

## 6. TERMINATION BY INFOSYS

- 6.1 Infosys has the right to terminate this Agreement at any point of time if the Trainee is found to commit an act of Misconduct.
- 6.2 Infosys has the right to terminate this Agreement with immediate effect at its own discretion without assigning any cause or reason thereof.
- 6.3 Infosys has the right to terminate this Agreement with immediate effect if the Trainee is found to disclose any Confidential Information to any party without its prior written approval to the same.



6.4 Any intimation of termination of this Agreement by Infosys shall be in writing and shall be signed by a manager/officer of Infosys generally or specifically authorised in that behalf and shall be issued to the Trainee concerned.

## 7. TERMINATION BY TRAINEE

7.1 The Trainee has the right to terminate this Agreement if the Program does not commence by **February 3, 2020**.

## 8. CONSEQUENCES OF TERMINATION:

- 8.1 Upon termination of this Agreement by Infosys on any ground(s) as per Clauses 6.1 and 6.3 of this Agreement, the Trainee shall be obliged to:
  - 8.1.1 Pay the Fees as per Clause 3.1 of this Agreement;
  - 8.1.2 Return all tangible forms of Confidential Information to Infosys.
  - 8.1.3 Leave the designated Infosys Campus with immediate effect.
- 8.2 Upon termination of this Agreement by Trainee as per Clause 7.1 of this Agreement, the Trainee shall be obliged to:
  - 8.2.1 Return all tangible forms of Confidential Information to Infosys.

8.2.2 Leave the designated Infosys Campus with immediate effect, if the Trainee is already in Infosys Campus.

## 9. **REPRESENTATIONS AND WARRANTIES:**

- 9.1 The Trainee fully understands the implications and obligations contained in this Agreement and have no objection(s) thereto.
- 9.2 The Trainee represents that he/she has acquired all relevant/requisite permission(s) from College Authorities in order to participate in this Program and that the College Authorities fully understand the implication(s) of this Agreement and have no objection(s) thereto.
- 9.3 The Trainee shall use his/her best endeavours to complete his/her Project and in the event of his/her not completing the Project, shall not hold Infosys liable thereto.



## **10. GENERAL PROVISIONS**

- 10.1 Non-Waiver and Amendment: No amendment, alteration, or modification, of this Agreement shall be binding unless made in writing and signed by both Infosys and Trainee. The failure of either Infosys or Trainee at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 10.2 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of natural disasters, actions or decrees of governmental bodies, communication line failures not the fault of the affected party, or any other delay or failure which arises from causes beyond a party's reasonable control (hereafter referred to as a "Force Majeure Event"). If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- 10.3 Assignment: Infosys shall have the sole right to assign or subcontract any of its rights or obligations under this Agreement. If any of its obligations under this Agreement are assigned or subcontracted, Infosys shall take reasonable steps to ensure that its assignee or subcontractor observe and enforce the confidentiality requirements of this Agreement. The Trainee shall not assign any of its rights or obligations under this Agreement. Any assignment in contravention of these terms and conditions shall be null and void.
- 10.4 Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.
- 10.5 Governing Law: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by laws of India.
- 10.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
- 10.7 For the avoidance of doubt, this Agreement shall be effective only when signed by both parties.
- 10.8 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.



- 10.9 This Agreement, including any annexure attached hereto, sets forth the entire agreement and understanding of Infosys and the Trainee with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.
- 10.10 Headings: The section headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

Yours truly,

RICHARD LOBO EVP - Head HR

Accepted:

[Vatsala V]

Date:\_\_\_\_\_



8<sup>th</sup> July, 2021

Mr. Venkata Saipavan Kumar Offer of Employment from Wavelabs Technologies Pvt.Ltd

Dear Saipavan,

We are very pleased to welcome you to the Wavelabs family as one of its most valuable members and hereby enclosed are the terms of your continuing employment with Wavelabs Technologies Pvt.Ltd, in the designation of **Trainee.** Your start date is 19<sup>th</sup> July, 2021.

1. Salary. Your salary is Rs.3,00,000 (Three Lakhs Only) per year, a detailed breakup of the fixed component is given in the annexure 'A' contained in this letter. Your Salary is subject to periodic review and adjustment in accordance with the Company's policies in effect from time to time.

2. **Insurance and other Benefits.** You will continue to be eligible to participate in the company's insurance programs and other employee benefit plans established by the Company for its employees from time to time in accordance with the terms of those programs and plans. The Company reserves the right to change the terms of its programs and plans at any time.

3. **Confidentiality**. As an employee of the Company, you have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will sign the Company's standard Employee Confidentiality Agreement (the "*Non Disclosure Agreement*," the terms of which are incorporated by reference herein) as a condition of your employment. We wish to impress upon you that we do not want you to, and we have directed you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you have agreed and continue to agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company. You will not assist any other person or organization in competing with the Company.

4. **Resignation.** Upon resignation, you need to serve a notice period of 3 months to the organization which will be entirely at the discretion of the management.

Pavar Kumar



**5. Termination.** If, at any time, (i) you resign your employment for any reason, (ii) the Company terminates your employment for any reason, or (iii) either party terminates your employment as a result of any reason, you will receive your Salary accrued through your last day of employment.

6. Entire Agreement. This Letter, including your Non Disclosure Agreement constitute the entire agreement and understanding of the parties with respect to the subject matter of this Letter, and supersede any and all prior understandings and agreements, whether oral or written, between the parties.

7. Acceptance. Please sign the enclosed copy of this letter in the space indicated and return it to us. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this letter and the attached documents, if any.

We look forward to your employment with the Company.

Very truly yours, For WAVELABS TECHNOLOGIES.

Vineel Nalla CHAIRMAN

I have read and understood this letter and hereby acknowledge, accept and agree to the terms as set forth above .

Name: Venkata Saipavan Kumar Date:

· Vavar Komar



## ANNEXURE - A

Please find the compensation break up below:

CTC Per Annum	300000		
CTC Per Month	25000		
Earnings	Amount	Deductions	Amount
Basic	10000	PF	2500
HRA	4000	Professional Tax	200
Special Allowance	11000	TDS (As applicable)	0
Net Salary	22300		

These figures may vary depending on the savings declaration that you submit to the payroll dept on the joining day. Tax deduction may vary depending on the savings declaration submitted to the finance department at the year end.

Cavar human





BSL/HR/APPT/2021 - 00150172

Oct 20, 2021

Meenu Rathore Duplex-101, Madhav Homes, Opp. Arpan School road, Vastral Ahmedabad, Gujarat - 382418 India

## Subject : Confirmation of Appointment

Dear Meenu,

This has reference to our letter of offer-cum-appointment Ref # 00125498 for the post of Trainee Developer.

We hereby confirm your appointment with following particulars:

Employee ID	: 00150172
Effective date of appointment	: Oct 20, 2021
Grade	: 3B
Location	: Bengaluru

Please note that all terms and conditions of our letter of offer-cum-appointment and all policies and processes of Birlasoft shall be applicable to you with effect from the date of this letter.

Please confirm your acceptance by signing a copy of this letter.

We once again welcome you to Birlasoft family and hope to have a long and mutually rewarding association.

Regards,

For Birlasoft Limited,

Siby Joseph Sr. Director

**Birlasoft Limited** 

*(Formerly KPIT Technologies Limited)* The Assotech Business Cresterra Tower 3, Plot no. 22, Noida-Greater Noida Expressway, Sector 135, Noida(UP)201301, India Tel: +91 120 6629000 | Fax: +91 20 6652 5001 | Contactus@birlasoft.com | www.birlasoft.com Registered Office: 35 & 36, Rajiv Gandhi Infotech Park, Phase - 1, MIDC, Hinjawadi, Pune (MH) 411057, IN CIN: L72200PN1990PLC059594



To, E Kalyan Bangalore

Dear E,

We are delighted to welcome you to Just Dial and wish you a great career with us.

Reference to our recent discussions, we are pleased to appoint you as **Linux System Administrator** on the following terms and conditions:

Your Employee Code is 10117544.

## 1. Date of Joining and Place of Work

Your date of joining the employment with Just Dial is **01-06-2022** and your place of posting is **Bangalore**. The Company reserves its right to transfer you to any other location within India or abroad and to any of its subsidiaries or associate companies. You shall abide by the rules and regulations pertaining to the entity where you are posted.

## 2. Compensation

Your consolidated compensation per annum on Cost to Company basis is **INR 540000 (Five lakh forty thousand only).** Details are given in the annexure

# In addition to this, you will be eligible for a performance linked Variable Pay / Performance Bonus up to a maximum of Rs.60000 per annum, payable on quarterly basis.

Incentive **or** Bonus payout is governed by incentive payout policy circulated and communicated from time to time. The company reserves the right to hold any variable payments including, but not limited to, performance linked incentives/performance based bonuses at its discretion, in case your employment with company is not active or under notice period on the Incentive payout date. Further, Incentive payout during the notice period shall be determined by the company.

## 3. Probation

You shall be on probation for a period of six months from the date of your joining. On satisfactory completion of the probationary period, your services will be confirmed in writing. You will deem to be in probation until issuance of confirmation letter.



## 4. Hours of Work

You shall abide by the policy on working days and working hours as applicable to you and this can be reviewed from time to time based on business exigencies. You shall have no objection to working on shifts or staggered shift duty hours, if required.

## 5. Good Faith and Confidentiality

During your employment with the Company, you will devote the whole of your energies to your work and you will not - directly or indirectly - carry-on or engage or be interested in any other business or trade or employment or project or assignment of any nature, regardless of whether it has a monetary benefit or not.

You shall not induce, recruit or solicit, either directly or indirectly, any employee or client or customer of the Company for a period of 12 months from the date of your separation from the Company.

You shall keep all confidential information that comes to your knowledge during your employment with us and shall not use or disclose or attempt to disclose any of the secrets or confidential information of the Company or its subsidiaries or associated companies to any person - internal or external - or to any agency or entity, except as authorized or required by your duties.

You will be also responsible for the safekeeping and return in good condition and order, of all Company assets-hardware and software - including Books, Documents, Files, Digital products like CD's and DVD's, Credit and Debit Cards, Passwords or Authorization Codes, etc., which will be in your use, custody or charge during your employment with us.

## 6. Inventions and Patents

All inventions, creations, developments, improvements and any or all work done by you either your employment with the Company shall remain the property of and singly or jointly during vested in the Company.

The Company reserves the right to obtain copy right or patent registration of any invention, creation, development or improvement of any work done by you either singly or jointly during your employment with us.

You will execute all papers and documents that may be necessary to obtain patents or copyrights in favour of the Company.

## 7. Background Verification

The Company reserves the right to conduct Internal / External Background verification check anytime during the tenure of your employment and employees are expected to co-operate for the same. Any negative report may lead to disciplinary / legal action including termination of your employment with immediate effect without notice and/or without any payment in lieu of notice. Background Verification also includes Behavioral, attitude aspects apart from Qualification / Education, Employment, Criminal etc.



## 8. Termination of Employment

a. Your services may be terminated any time during the probationary period by giving 30 days notice in writing by either side and without assigning any reasons thereof or salary in lieu of notice period.

b. Your services may be terminated after confirmation by giving 90 days notice in writing by either side in accordance with Notice Period Policy or salary in lieu of notice period.

c. In case of short notice period, Company shall have the right to recover/deduct/adjust the same from your salary/legal dues, if any, against the unserved notice period as per Notice Period Policy and any other dues payable by you to the company.

d. If you are absent for a continuous period of 15 days without prior written approval of your reporting, (including overstay on leave etc.) then it will result in loss of your employment and the same shall automatically come to an end without any notice or intimation from Company.

e. In case of absconding or unauthorized absence from work without prior written approval of your reporting or non-submission of resignation as per Exit Policy, the Company reserves the right to hold all your legal dues till all the formalities will be completed and also recover/deduct/adjust the same from your legal dues, if any other dues payable by you to the Company.

f. The Company shall be entitled to terminate your employment without notice, indemnities, and compensation in any of the following events but not limited to:

i. if you are, in the opinion of the Company involved in any forgery or fraud, disobedience, disorderly behavior, negligence, indiscipline, absenteeism or any other misconduct considered as deterrent to our interest or of violation of one or more terms of the employment or policies.

ii. if you have been found to have committed a serious breach or continual material breach of any of your duties or obligations;

iii. if you are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the Company's affairs or any of its subsidiaries or related companies.

g. Company shall also be entitled to recover including but not limited to any cost, expenses, any penalty, interest or damages caused to Company due to any of your acts of omission.

h.You agree that at the time of leaving the employment, you will deliver to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) all Confidential Information as well as all other devices, assets, records, data, notes, reports, proposals, lists, correspondence, specifications, equipment, customer or client lists or information, or any other documents or property belonging to the Company or any of its Affiliates. In the event if you fail to return any properties (as mentioned above), Company reserves the right to withhold all your dues and it may initiate appropriate legal proceedings against you.



## 9. Performance Adherence

Your performance will be evaluated based on the targets / task allotted to you by your reporting Authority on time-to-time basis / periodical basis, Failing to achieve the target can lead to termination on performance ground or other similar grounds with or without notice period or salary in lieu of notice period. However, the decision by management will be final.

## **10. Jurisdiction**

It is agreed that all disputes between you and the Company shall have jurisdiction of the courts in Mumbai. All other terms and conditions shall be as per the general or specific rules of the Company in force from time to time.

## **11. Period of Employment**

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.

## **12. Business Continuity**

On the occurrence of any events like Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, accident, epidemics, any labor disturbance, action of Statutory Authorities or local or Central Governments, change in Laws (force majeure events) or any other acts which are beyond control of the Company, it (Company) may alter the terms of employment or may take other necessary steps to ensure business continuity of the Company.

## 13. "My JD" Mobile Application

In "My JD"mobile application (My JD App), you can access Company's documents, policies & procedure, records, all notifications, including but not limited to your letters, leave and attendance and other records which are uploaded / facilitated to you all the time. It is your sole responsibility to go through the documents as uploaded in My JD App as required and keep yourself updated about all the policies & process of the Company and any amendment thereof and abide by the same all the time, in addition to any other applicable policies and processes that you may need to adhere during the term of your employment.



## 14. General

a. You will be eligible for the benefits of the Company's Leave Rules/holiday policy during the employment terms, as updated in JD App from time to time.

b. To ensure that our employees have a good work-life balance, we encourage our employees to utilize their leaves, so that they return to work rejuvenated with a fresh zeal and hence any forms of leave encashments are not applicable. Though un-availed PL can be accumulated as detailed in the Leave policy.

c. Employees are encouraged to discuss their Leaves / Annual Leave planner with their reporting manager at least 15 days in advance before applying in MyJD for mutual and consensus business operations.

d. Please note that individual salary is a confidential matter and not to be discussed with any other employee.

e. You will keep us informed of any change in your mobile phone number or your residential address or your marital status.

f. You clicking on "accept the appointment letter" through the link, confirms that you have read, agreed, acknowledged and accepted all the terms and conditions of employment with Just Dial and that you will abide by all the policies and process laid down by the company from time to time.

## Please note-

Acceptance of the appointment letter needs to be done electronically by you & confirms that you have given complete acceptance of the appointment letter & its terms of employment. In case you have not accepted the appointment letter within 24 hours from the receipt of the link, it will be deemed by the organization as an acceptance of appointment letter & its terms of employment.

After the electronic acceptance of the Appointment letter, Company may ask you to submit the duly signed hard copy of the letter to Just Dial's office.

Yours sincerely, For Just Dial Ltd.

Vinay Babu Kurella

**Corporate HR - Strategic Initiatives** 

# **Justdial**<sup>®</sup>

## Annexure:-

## Just Dial Ltd. - Compensation Package

Annexure - Just Dial Ltd	Compensation Struc	cture
Employee Name	E Kalyan	
Department	Technology	
Designation	Linux System Administr	ator
Effective Date	01-06-2022	
CTC (in INR)	540000/- per annum	
Pay structure	Monthly	Annual
Fixed Components		
Basic	13500	162000
House Rent Allowance (HRA)	6750	81000
Technical Support Allowance	12103	145236
Shift Allowance	9902	118824
Salary (C1)	42255	507060
Statutory Components		
Employer PF Contribution	1620	19440
Employer ESIC Contribution	0	0
Benefit's(C2)	1620	19440
Reimbursements		
Sodexo	0	0
Conveyance Reimbursement	0	0
Fuel Reimbursement	0	0
Reimbursements(C3)	0	0
Statutory Bonus	1125	13500
CTC (Total C1+C2+C3 + Statutory Bonus)(a)	45000	540000
Deductions		
Employee PF Contribution	1620	19440
Employee ESIC Contribution	0	0
Total Deductions (b)	1620	19440
*Net Take Home {a - b - C2}	41760	501120
**Performance linked Variable Pay / Perform	5000	60000
Total CTC (CTC + Performance bonus)	50000	600000

\* Net Take Home is subject to Applicable taxes, deductions, performance policy and company policy intimated to you from time to time.

\*\* Performance linked Variable Pay / Performance Bonus are not guaranteed part of your compensation and the amount payable would vary based on Individual and Company performance.

\*\*\* Overall CTC is calculated on CTC + \*\* Performance linked Variable Pay / Performance Bonus at 100% payout. At the time of Performance linked Variable Pay / Performance Bonus disbursements, the employee should be Active in the system. In case your employment with company is not active or under notice period or termination process is initiated during the Performance linked Variable Pay / Performance Bonus payout period then employees shall not be considered for the payout, if any.

Company reserves the right to change/update/withdraw the Performance linked Variable Pay / Performance Bonus related schemes/provisions at any point of time & the final decision rests with the Management.

# **Justdial**<sup>®</sup>

Yours sincerely, For Just Dial Limited

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Vinay Babu Kurella

**Corporate HR - Strategic Initiatives** 





11-May-2022

**Dear Priyanka BS,** B.E., Information Science And Engineering Dr Ambedkar Institute of Technology, Bangalore

## Candidate ID - 20790568

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Engineer Trainee.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-.** This includes an annual target incentive of INR **22,500** *I*- as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-.** This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution towards benefits such as Medical, Accident and Life Insurance, as applicable.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory professional reference checks and you securing a minimum of **50%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (If offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You may be enrolled in either of these programs (as decided by Cognizant) and would continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill



Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.

3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

3.3 GenC Training Post joining:

a) Cognizant continues to invest in skill building of the entry-level talent and GenC training is a formal onthe-job training offered to trainees based on the business specific skilling needs. The terms and conditions of this training will be governed by Cognizant GenC program guidelines.

b) The Cognizant Internship or the Continuous Skill Development (CSD) (If offered to you) completion may qualify as the entry criteria to the GenC training and is used as basis towards your allocation to projects/roles.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <a href="https://campus2Cognizant.cognizant.cog">https://campus2Cognizant.cogn

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.

-44

Maya Sreekumar Vice President – Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature:

Date:



## **Compensation and Benefits**

N	lame: Priyanka BS Des	ignation: Engineer Tr	ainee
SI. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	Annual Gross Compensation		359,988
	Incentive Indication (per annum)**		22,500
	Annual Total Compensation		382,488
	Company's contribution towards benefits (Medical, A and Life Insurance)	ccident	19,500
	Annual Total Remuneration		401,988

## Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010

• Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

## Leave & Vacation:

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

SI No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

• From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act



• In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

## Provident Fund Wages:

• For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".

• Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

• Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.

• Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.

• ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits

- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_\_\_between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

## AND

Priyanka BS, 27 residing at \_\_\_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

#### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

## 1. Duties and Responsibilities

a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

## 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

## 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written



permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.

b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.

c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.

d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.

e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.

f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.

g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,

b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,

c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,

d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and

e) you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## 6. Work Schedule

a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.

b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force.



Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.

c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d) Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## 9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract



or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

#### 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

Misconduct, as provided in Misconduct and Disciplinary Action Policy

Non-adherence to Associate Deployment Pool Policy

• Violation of Social Media Policy or Conflict of Interest Policy

• Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company' s asset/property or reputation

• Insubordination or failure to comply with the directions given to you by persons so authorized



• Insolvency or conviction for any offence involving moral turpitude

• Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

• Violation of non-disparagement obligations

• Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

## Cognizant Technology Solutions India Private Limited Priyanka BS

Sign: \_\_\_\_\_ Name:

Sign:	
Date:	



## CloudMPower Technologies Pvt. Ltd

To,

Vijeth Venkatesha, #M884 SRINIDHI 2nd Stage kuvempunagar Mysore-570023 12th February 2021

Dear Vijeth,

We at CloudMpower are pleased to offer you the position of Software Developer at our organization. You are expected to join us on 22nd February 2021. As per the terms discussed with you your Gross salary will be Rs 30,200/- per month.

## SERVICE CONDITIONS:

a) You shall perform the duties and carry out the assignments entrusted to you from time to time efficiently, sincerely and to the best of your ability and capacity.

b) We shall be the sole arbitrator of the assessment to be made of your working efficiency utility or loyalty to the company while taking a decision to give you increment or promotion to higher grade or terminating your services.

c) You are to keep and render a faithful account of all properties and business secrets of the company entrusted to you in the course of your employment, and shall not disclose to anybody at any time, during your services or even after you leave the services of the company.

d) During the course of your employment with us, you shall not accept any other employment, either full-time or part-time, either for remuneration or otherwise. Also, you shall not engage yourself in any trade, business or occupation and you shall devote your full time and energy in discharging your duties as our employees.



## **CloudMPower Technologies Pvt. Ltd**

e) You will abide by the rules & regulations of the company/establishment which are in force for the time being and / or which may be framed from time to time.

f) You assign all rights on the work done by you during the tenure with the company to CloudMpower Technologies Private Limited. This includes but is not limited to source code, documentation, graphic designs and other assets.

## PERIOD OF NOTICE

The first 3 months of your employment are under probation. During this period the company will evaluate your performance and suitability to the job. Following the probationary period your services are terminable without assigning any reason, by giving one month's notice in writing or salary in lieu thereof on either side.

In case of misconduct or gross indiscipline the company reserves the right to terminate your employment without a notice period.

Please acknowledge your acceptance of your appointment by signing a copy of this letter A signed copy of the letter from the CEO will be given on the day of joining.

Sincerely,

Robertal

Ravishankar Veeraghanta

CEO, CloudMpower Technologies Pvt. Ltd.

ravi@cloudmpower.com