

INTERNSHIP NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

I, BHARGAV SWAMY P M, am an employee of ZUCITECH SOFTWARE SOLUTIONS PVT. LTD., (the "Company"). I am making this agreement in consideration of my engagement as employee for the Company.

Representations and Warranties; Covenants.

1.1 No Conflict with any Other Agreement or Obligation. I represent and warrant that I am not bound by any agreement or arrangement with or duty to any other person that would conflict with this agreement. I do not have any non-disclosure, confidentiality, non-competition or other similar obligations to any other person concerning proprietary, secret or confidential information that I learned of during any previous engagement, employment or association nor have I had any obligation to assign contributions or inventions of any kind to any other person. I shall not disclose to the Company or induce the Company to use any proprietary, trade secret or confidential information or material belonging to others.

Confidential Information.

- **2.1 Definition of Confidential Information. "Confidential Information"** means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that the Company is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to the Company, its business, potential business, operations or finances, or the business of the Company's affiliates or customers, of which I may have acquired or developed knowledge or of which I may in the future acquire or develop knowledge of during my work for the Company, or from my colleagues while working for the Company.
- 2.2 Protection of Confidential Information. I acknowledge that the Confidential Information has inherent value, economic or otherwise, the disclosure thereof would result in economic losses to the Company or economic gains to others who could potentially profit by such disclosure. Hence, I will use the Confidential Information only in the performance of my duties for the Company. I will not disclose the Confidential Information, directly or indirectly, at any time during or after my employment arrangement with the Company except to persons authorized by the Company to receive this information. I will not use the Confidential Information, directly or after my employment arrangement with the Company except to persons or entity, or indirectly or indirectly, at any time during or after my employment arrangement with the Company, for my personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of the Company. I shall not load, transfer or copy any data or Confidential Information made available to or which is accessed by me in



soft copies, to pen drives, personal hard disks, desk tops of office, hard disk, or in any such storage devices and media. All Confidential Information and data shall be stored

by me only in the Company's designated software or cloud. I agree to notify the Company of any request for information regarding the Company, whether or not confidential, by any actual or potential competitor of the Company. I shall also immediately notify the Company if I learn of any unauthorized use, copying or disclosure of Confidential Information or if at any time I believe that there is a risk of the Confidential Information being lost or disclosed. I will take all action reasonably necessary to protect the Confidential Information from being disclosed to anyone other than persons authorized by the Company, including, but not limited to:

- maintaining such materials under appropriate security;
- instructing agents, sub-contractors or suppliers of their confidentiality obligations;
- limiting disclosure, access and copying to the Company's personnel who require such information in the performance of their job duties; and
- complying with all Company's policies as in effect from time to time, that pertains to the safeguarding and non-disclosure of Confidential Information.
- **2.3 Return of Confidential Information.** When my employment arrangement with the Company terminates or on the request of the Company, whichever is earlier, I will immediately return to the Company or destroy all materials, as required by the Company at its sole discretion, (including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium) containing, summarizing, abstracting or in any way relating to the Company, in writing, that I have complied with the terms of this agreement. Notwithstanding the foregoing, I acknowledge that I shall continue to be bound by the terms set forth in this Agreement.

Other Provisions

- 3.1 **Remedies.** In the event of default or breach of any of the terms of this Agreement by me, the Company shall, in addition to all remedies available under the then prevalent law, be entitled to injunctive relief, specifically to restrain the disclosure of the Confidential Information by me and/or my employment with the Company's competitors. Choice of a single remedy in case of multiple reliefs shall not be deemed to be relinquishment or surrender or waiver of other remedies, statutory or otherwise.
- 3.2 **Term.** This Agreement shall commence on the date of execution hereof and shall be valid for duration of employment arrangement with the Company and thereafter and I agree to comply with my obligations hereunder, at all times on and after the date of execution of this Agreement.



- 3.3. **Applicable Law.** This Agreement is governed by and will be construed in accordance with the laws of India and the courts of Bangalore have exclusive jurisdiction for resolution of any dispute herein.
- 3.4. **Severability.** If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
- 3.5. **Waiver.** No delay or omission by either Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- 3.6. This Agreement shall be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.7. The terms set out herein shall form part and parcel of the terms of my engagement with the Company.
- 3.8. Any amendment to this Agreement shall be carried out only in writing, duly executed by both the Parties hereto.

AGREED:

BHARGAV SWAMY P M

(Signature)

Date

ACCEPTED:

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD.

For:

(Signature)

CHETHAN KUMAR U Director

Ref: EXP/GET/22-23/OFF/447 16-January-2022

Offer Letter

Harika #T2, R.S.Homes, Arvindh Layout, Silver Oak Street, J.P.Nagar 7Th Phase Bangalore-560078

Dear Harika,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee**.

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

Expleo Solutions Ltd GA, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennal 600096 • India • T. +91 44 4392 3200

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be Chennai. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for **Expleo Solutions Ltd**

Manjunathan C Director - People Services

Salary Annexure

Components	Monthly	Annual	
Earning	gs (A)		
Basic	12,500	150,000	
HRA	6,250	75,000	
Total (A)	18,750	225,000	
Flexible Basket o	f Allowances (B)		
Telephone	1,000	12,000	
LTA	1,042	12,500	
Special Allowance	5,974	71,688	
Total (B)	8,016	96,188	
Annual Con	nponent (C)		
Fixed Compensation (A+B)	26,766	321,188	
Employer Contribution to PF	1,800	21,600	
Gratuity	-	7,212	
GMC, GPA, GTL	1,097	13,164	
Cost to Company	29,663	363,164	
Employee Medical Benefit Coverage			
Group Medical Coverage (GMC)		200,000	
Group Personal Accident (GPA)		1,000,000	
Group Term Life (GTL)		1,000,000	

Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______.

Signature:

Date:



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: 1687299

Letter of Intent ("LOI")

Dear Adarsh P,

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

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

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

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

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

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Preonboarding 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, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: Query on LOI Superset ID 1687299
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: Query on On-Boarding - Superset ID 1687299
- In case of any other query, write to use with e-mail subject as: Other Queries- Superset ID 1687299

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

Tejinder Sethi Head - Fresher Hiring

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ANNEXURE 1

Adarsh P Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/-**(**Rupees Four Lakh only**). On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/-** (**Rupees Twenty Five Thousand only**). Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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

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



Ref: EXP/GET/22-23/OFF/505 16-January-2022

Offer Letter

Adithi M C Mudravalli Village And Post Somwarpet Tq Kodagu Dist-571235

Dear Adithi M C,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ **16,300** (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
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You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
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12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for **Expleo Solutions Ltd**

Manjunathan C Director - People Services

Salary Annexure

Components	Monthly	Annual	
Earning	gs (A)		
Basic	12,500	150,000	
HRA	6,250	75,000	
Total (A)	18,750	225,000	
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Telephone	1,000	12,000	
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Cost to Company	29,663	363,164	
Employee Medical Benefit Coverage			
Group Medical Coverage (GMC)		200,000	
Group Personal Accident (GPA)		1,000,000	
Group Term Life (GTL)		1,000,000	

Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______.

Signature:

Date:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19**th day of **January 2022 BY AND BETWEEN**, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and **Ms. Adithi M C** D/o **Chandrasekhar M S**, aged **21** yrs, and residing at **Mudravalli Village And Post Somwarpet Tq,Kodagu Dist-571235**, hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - I. Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration cost shall be borne by the Company.

- 8. Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- 10. On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

Graduate Engineer Trainee

Signature

Manjunathan C Director - People Services

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______.

Signature:

Date:

VERZEO

12 April 2022

OL No: VZ22C745

Dear Adithi N,

We congratulate you for being selected for a 6 Months Training with Verzeo Edutech Pvt. Ltd. "At will basis" which can be extended. Please find the following confirmation of your Training :

Title: Business Development Trainee Training Date: 21 April 2022 to 30 April 2022 OJT Start Date: 1 May 2022 OJT End Date: 31 October 2022

Stipend: INR 15000 Per Month + INR 10000 as incentives (Subject to statutory deductions) Target: 220000 INR per month.

Please indicate your acceptance, by signing the letter and mail the signed and scanned soft copy_of the_Training_Offer_Letter and the documents as mentioned below to the <acceptance@verzeo.com> within 2 working days from the receipt of this mail. The offer shall stand automatically withdrawn without further action on the part of VERZEO EDUTECH if we do not receive your acceptance as per the mentioned timeline.

I have read and understood the above terms and conditions and I accept this offer, as set forth above, with Verzeo Edutech, and will report on or before **21 April 2022**.

DATE:

SIGNATURE: ______ (Candidate's Signature)

🜌 support@verzeo.com 💊 +91-8047166564

VERZEO

Training Policy

- By accepting this offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms. You are also required to substantially use all of your time and effort to perform these tasks during
- business hours and such reasonable additional time as may be necessary. .

Working Hours: 9 Hours a day (Inc. Lunch Break). Job Type: Full Time Training Location: Bangalore.

- During the training period you will not receive any of the employee benefits that regular
- During the training period, the company will have all the rights to terminate your services
- At any time if you wish to discontinue the training due to personal reasons, either you will have to pay a compensation equal to 1 month stipend or you are required to serve a notice of 30 Days.
- All the information acquired during the course shall be strictly confidential and you shall refrain from using it for your own purpose or from disclosing it to anyone outside of the Company.
- Upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information. .
- You will observe all policies and practices governing the conduct of our business and employees.
- Official communication either within the company or outside the company should be through the company Email of your manager only.
- · Post successful completion of the Training tenure, the candidate will be prone to performance based pre-placement offers by the company.

SIGNATURE:	
(Candidate's Signature)	

DATE:	

🐹 support@verzeo.com 💊 +91-8047166564

3rd Floor, 14th Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka-560102. CIN : U80900KA2018PTC109500, GSTN : 29AAGCV2536B1ZG, PAN : AAGCV2536B.

VERZEO

ANNEXURE

Sl. No	Particulars	
1.	 Professional / Educational Certificates and Mark Sheets towards: 10*standard or equivalent examination (Original MS for Verification) 12*standard or equivalent examination (Original MS for Verification) Graduation Post-graduation / Doctorate Other relevant educational or skill certifications 	
2.	COLOR SCANNED COPY OF YOUR PHOTOGRAPHS	
3.	PAN Card, Voter ID or Driving Licence Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

🗙 support@verzeo.com 💊 +91-8047166564

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NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



March 11,2022 Aishwarya S Gowda KSSEM

Dear Aishwarya,

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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Services IT Development Program Senior Associate II** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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.
- c) Probation period of six (6) months from the date of joining.

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 INR. **500000** 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 intent of offer. 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, 2nd 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. Certificates & mark sheets supporting your educational qualifications: Xth Certificate and mark sheet XIIth Certificate and mark sheet 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) 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 URMIMALA SARKAR DIRECTOR - TALENT ACQUISITION

We request you to please read and sign the enclosed copy of this letter and return it by **March 12,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

	DocuSigned by:	
Signature:	عصبية 2DFF80FDF5cD486 Aishwarya S Gowda	

Date: 11-March-2022

Confidential

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



DECLARATION

D/O Shiva I, **Aishwarya S Gowda** S/o, D/O, W/O_____, having

__, having permanent address

#03,1st floor,2nd main road,7th cross,Shakambari Nagar, Near Shanimahatma temple,JP Na at_______ 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.

SIGNATURE: DocuSigned by: 2DFF80FDF5cD486... NAME: Aishwarya S Gowda DATE: 11-March-2022 PLACE: Bangalore

Confidential



Dhinesh kumar T <dhineshkumart@kssem.edu.in>

Fwd: KSGI- Database for Smollan

2 messages

KSSEM PLACEMENTS CELL <placementcell@kssem.edu.in> To: Dhinesh kumar T <dhineshkumart@kssem.edu.in> Tue, Jul 5, 2022 at 10:06 AM

------ Forwarded message -------From: Sheetal Bhiwande <sheetal.bhiwande@smollan.co.in> Date: Tue, Jan 4, 2022 at 3:03 PM Subject: RE: KSGI- Database for Smollan To: aihrassistant@smollan.co.in>, KSSEM PLACEMENTS CELL <placementcell@kssem.edu.in> Cc: Khushboo Moondra <Khushboo.moondra@smollan.co.in>, Tivola Pereira <tivola.pereira@smollan.co.in>

Hi Rashmi,

Below candidates are shortlisted in recruitment process held last week. I will connect with you to discuss further.

Candidate
Sunaina Nayak
Vijaya Lakshmi S
Akshata K A
Akshay B R

Sheetal Bhiwande		
HR Executive		
Mobile +91 730493	0615	CELEBRATING NINETY
1st Floor Dakshina b	ouilding, Sector-11,	
CBD Belapur, NaviM India	lumbai, Maharashtra,	
FOLLOW US	in 🖸 📭 News	

From: aihrassistant@smollan.co.in [mailto:aihrassistant@smollan.co.in]

Sent: 28 December 2021 15:19

To: 'KSSEM PLACEMENTS CELL' <placementcell@kssem.edu.in>

Cc: Khushboo Moondra <Khushboo.moondra@smollan.co.in>; Sheetal Bhiwande <sheetal.bhiwande@smollan.co.in>; Tivola Pereira <tivola.pereira@smollan.co.in> Subject: RE: KSGI- Database for Smollan

Hi Rashmi,



APPOINTMENT LETTER

January 31, 2022

Dear Amith Upadhya,

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:

- 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 31/01/2022, 11:33 https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite Offer letter tem...

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 $^{\rm th}$ Standard or equivalent education.

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

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

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

graduation and 60% in post-graduation.

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

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

10. Training Agreement:

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

11. Notice Period & Termination:

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

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

12. Pre Joining Program (PJP):

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

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

Yours sincerely, For **Wipro Limited**,

Aparna Shailen General Manager - Human Resources

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

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

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

Noted below are a few examples of conflict of interest:

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

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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

31/01/2022, 11:33 https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_tem...

I Amith Upadhya, 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: Amith Upadhya

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.

ANNEXURE – VI

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*

<u>Medical</u>

- <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.
- 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 Amith Upadhya 31/1/2022 11:33 AM

(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 :1 32102KA1945PI C020800

23161839

1661808008

Ref: EXP/GET/22-23/OFF/561 16-January-2022

Offer Letter

Amitha

1St Cross Manjunath Nagar, Doddagowdanapalya, Near Amrutha Clinic, Bengaluru - 560061

Dear Amitha,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be Chennai. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause 9 supra.

Expleo Solutions 1 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (Dir Kandanchavadi, Chennai 600096 + India + T +91.44.4392 h. CIN: L64202TN1968PLC066604 + GST No. 33445CTC9.6651

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for Expleo Solutions Ltd

Manjunathan C Director - People Services

> Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMRi Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN: L64202TN1998PLC066604 • GST No: 33AABCT0976G12G

Salary Annexure

Components	Monthly	Annual
Earnii	ngs (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
Flexible Basket	of Allowances (B)	
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
Annual Co	mponent (C)	
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity	-	7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company	29,663	363,164
Employee Medica	al Benefit Coverage	
Group Medical Coverage (GMC)		200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

*Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Date:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19th** day of January 2022 BY AND BETWEEN, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and Ms. Amitha D/o Mahesh S B, aged 21 yrs, and residing at **1St Cross Manjunath Nagar, Doddagowdanapalya, Near Amrutha Clinic,,Bengaluru** - **560061,** hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration shall be at Chennai and the language of arbitration shall be English. The arbitration cost shall be borne by the Company.

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- 8. Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

Graduate Engineer Trainee

Manjunathan C Director - People Services Signature

Acknowledgement

I accept the above Terms and Conditions and will report for work on

Signature:

Date:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salar (OMR) Kandanchavadi, Chennar 600096 + India + T. +91 44 4392 3200 CIN L642021N1998PLC066604 + GST No. 33AABCT0976G12G



Offer: Computer Consultancy Ref: TCSL/DT20218446489/Bangalore Date: 08/10/2021

Ms. Amulya D M #17738th Cross 9th Main 5th Block, 5th Block Jayanagar, Bengaluru-560041, Karnataka. Tel# 91-9986928096

Dear Amulya DM,

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

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GROSS SALARY SHEET

Annexure 1

Name	Amulya D M
Designation	Assistant System Engineer-Trainee
Institute Name	K.S. School Of Engineering And Management

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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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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APPOINTMENT LETTER

January 30, 2022

Dear Anusha H,

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

https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_template_2022&user=2316... relevant criteria.

3. Other Benefits:

You will also be eligible for:

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

4. Responsibilities:

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

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:

i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.

ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.

iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

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6. Confidentiality:

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

7. Assignment of Intellectual Property

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

8. Non-Compete

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

9. General:

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

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

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

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

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

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and 60% in post-graduation.

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

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

10. Training Agreement:

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

11. Notice Period & Termination:

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

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

12. Pre Joining Program (PJP):

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

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

Yours sincerely, For **Wipro Limited**,

Aparna Shailen General Manager - Human Resources

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

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

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

Noted below are a few examples of conflict of interest:

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

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

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

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

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

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: 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

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

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

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Anusha H, 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: Anusha H

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.

<u>ANNEXURE – IV</u>

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

<u>ANNEXURE – V</u>

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:

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 https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_template_2022&user=23160161&item=441150... 8/12

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:

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.

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- 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

- <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.
- 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.

<u>Loans</u>:

<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 & 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

of Signature Anusha H 30/1/2022 10:23 AM

(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
 1/30/22, 4:53 AM

India **C** :L32102KA1945PLC020800

23160161



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Six Dee Telecom Solutions Private Limited #26, J. P. Nagar 3rd Phase, Bannerghatta Road, Bengaluru 560 076. INDIA. Tel: +91 80 4048 5959, 4131 1200 / 300. www.6dtech.co.in



Dear Anusha N,

We welcome you to **Six Dee Telecom Solutions Private Limited** also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

The following will list your relevant details about your general responsibilities.

Duties

You must provide your services exclusively to the Company.

You will promote and expand the business of the Company.

You are expected to comply with all the Company's rules, policies and procedures from time to time in force.

You may be required to undertake other duties from time to time as the Company may reasonably require. If your duties or position with the Company changes for any reason, then the terms of this Letter will continue to apply, unless expressly varied by the parties in writing.

During the course of your employment you are expected, at all times, to maintain professional and responsible standards of conduct/behaviour, attendance and performance.

In particular you will agree to keep and maintain adequate and current records (in the form of notes, minutes of meetings, sketches, drawings and in any other form that may be required by the Company) of the work being undertaken by yourself (including all inventions and proprietary information as necessary under the Employee Proprietary Information, Inventions and Non–Competition Agreement). You agree that such records shall be available to and remain the sole property of the Company at all times.



COMMENCEMENT DATE

If you accept this offer, we will keep you informed about your Date of Joining.

REMUNERATION AND DESIGNATION

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Implementation Engineer**.

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Post successful completion of training/probation period, which depends on your performance during this period and manager's feedback, your total cost to company will be **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK:

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We will be Working From Home until further notice, based on the current situation.

BUSINESS EXPENSES

You will be entitled to be reimbursed for all expenses reasonably and properly incurred by you in carrying out your duties subject to normal verification and to complying with such policies as the Company may from time to time have regarding such expenses.

PROBATION PERIOD

Probation is a period of trial and its purpose is to find out the suitability of an employee to hold the post substantively or permanently and the suitability has to be judged at the time of confirmation. However, an employee on probation can be terminated during the probation period due to unsatisfactory performance of the employee and the employer would be justified in the termination.

The first 6 months of your employment will be a probationary period. During this period you are not eligible for Annual Leave (AL), other than the exceptions mentioned in the paragraph below.



The Company may extend your probationary period if so deemed necessary by the Company. The Company will confirm to you in writing your permanent position upon the satisfactory completion of your probationary period, or any extension of it.

BENEFITS

A. ANNUAL LEAVES

The company provides, as a benefit, paid annual leaves for its eligible employees. Forward requests for time off in advance to your supervisor, who may approve or deny the request based on company resources & activities. The company is flexible in approving time off when doing so would not interfere with company operations.

During Probation, you are eligible for 5 Fresher Annual Leave for below reasons, based on manager/reporting manager's discretion:

- 1 Illness with fever
- 2 University Convocation
- 3 University Exams
- 4 Marriage/ Death (god forbid) in immediate family
- 5 Passport related

After probation, you are entitled for 21 leaves in a year (1st April to 31st March).

B. General Mediclaim:

You will be eligible for General Mediclaim Policy starting from the date of joining.

PROFESSIONAL ETHICS AND CONFIDENTIALITY

Your conduct at all-time should reflect observance of the national and local laws and the rules and regulations of the Company as from time to time in effect. In all dealings with the Company and its clients and their organization, the highest standards of propriety and integrity will be expected of you.

NON-COMPETE AND NON-SOLICITATION

During your employment and within one year after the cessation of your employment with the Company, you agree not to directly or indirectly,

- a. carry on, advise, provide services to or be engaged, concerned or interested in, or associated with, any business or activity which competes with or is in the same line of business carried on by the Company or its related companies, in any capacity (whether as principal agent, partner, employee, shareholder, unit holder, joint ventures, director, trustee, beneficiary, manager, consultant or adviser) within six months from the termination of this employment agreement;
- b. canvass, solicit or endeavor to entice away from the Company or its related companies, any person who or which at any time during your employment was or



is a client or customer or supplier of the Company or its related companies or is in the habit of dealing with the Company or any of its related companies;

- c. solicit, interfere with or endeavor to entice away any employee of the Company or any of its related companies; or
- d. Counsel, procure or otherwise assist any person to do any of the acts referred to in clauses (ii) and (iii).

SEPARATION:

A. Termination

Either party may terminate the employment by giving the other party three months' notice in writing. Also, the company may terminate your services with immediate effect, if any, in lieu of notice, even without assigning any reason thereof. Waiver of notice period is at the sole discretion of the company.

The Company will not be liable to pay the notice pay if you resign from its services and request that you be relieved with immediate effect. Your resignation will become effective and final notwithstanding the fact that the communication of acceptance does not reach you. However, in case any disciplinary proceedings are either contemplated or pending against you, the Company will have the right not to accept your resignation.

On termination of your employment, you will immediately deliver to the Company all equipment, software, original and copies of documentation (including documentation stored in electronic format) and any other property belonging to the Company, which is in your possession, or under your control.

B. Retirement:

Your employment with the Company will terminate automatically without any further notice at the Company's normal retirement age, which is on the day of your 60th birthday.

C. Notice Period

Notice period is considered to start from the point the termination letter is received by the manager. Notice period for the all the employees is of 3 months. Notice period in probation period will be 1 month. However, when the situation warrants as in the case of breach of policies the company may decide to terminate the contract with immediate effect. The Company reserves the right to request serving of notice period. Not serving the notice period will result in forfeiting your FnF Waiver/payment/deduction in such an event will be at sole discretion of the Company.

D. Absconding

An employee who abstains from their work without intimation and remains untraceable is referred to as an absconder. An employee not reporting to office for 3 consecutive working days without informing the reporting manager/manager will be considered as an absconding employee. The Company shall be entitled to forthwith terminate this



employment without providing any notice or incurring any obligation or liability to pay any amount or dues to an absconding employee. This employee will also not be eligible for other HR documents.

E. Statement of Facts:

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per your application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, the Company shall have the right to terminate your services forthwith.

GOVERNING LAW AND ARBITRATION

This agreement shall be governed by the Laws of India. Any dispute, difference or question arising out of, in relation to or incidental to this Letter of Employment, including any dispute as to the existence or validity hereof, shall be first attempted to be resolved by mutual discussions and negotiations. In the eventuality of the failure of such negotiations, it shall be referred for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a sole Arbitrator, who shall be appointed with the mutual consent. The venue of Arbitration shall be Bangalore, and the proceedings will be conducted in the English language.

CONFIDENTIALITY

In consideration of the opportunities, training and access to new techniques and knowhow that will be made available to you, you will be required to comply with the confidentiality policy of the Company. Therefore, please ensure that you maintain confidentiality of all the information made available to you, and shall not divulge or disclose any such Confidential Information except as may be required by the company and in the course of your employment. This covenant shall endure during your employment and for a period of one year from the cessation of your employment with the Company.

INDEMNIFICATION

You expressly agree to defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions, unless such acts are authorized specifically by the Company.

BACKGROUND CHECK & REFERENCES

We will conduct a background check and reference check on your previous employment details. Within ten (10) days of the date mentioned in this offer letter, you are required to furnish documents regarding education, previous employment and any other documents that Six DEE Telecom Solutions Private Limited may deem necessary for a background check. Our authorized partner will contact you in order to conduct the background check



process and you are required to extend your cooperation to them in facilitating the process by providing relevant details or documents. Your joining us is contingent upon a satisfactory report on the background check relating to employment, experience, work history, etc., conducted by a 6D Technologies approved agency

PERFORMANCE MANAGEMENT AND SALARY REVISION

Based on your date of joining, your appraisal cycle will be decided (either April or October). Any compensation revision decisions will be based on your performance and company policies prevailing at that point of time.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and goodwill generated as a result of your employment with the Company shall be for the benefit of and belong to the Company. You assign all intellectual property rights of whatever nature, that may arise under or in connection with the services you provide whilst in employment to the Company.

AMENDMENTS

Subject to applicable laws, the Company reserves the right to amend its terms and conditions of employment and policies from time to time. Once you join us, you will abide by all the policies & procedures of the Company.

You should retain a copy of this letter for your own records and sign and return one copy to the Company.

We look forward to you joining us.

Kind regards, Yours sincerely,

Dipti Yadav Manager - Human Resources For and on behalf of Six Dee Telecom Solutions Private Limited



DECLARATION/ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

Six Dee Telecom Solutions Private Limited have the right to initiate any verification of educational qualifications and previous employments directly or indirectly to validate the information

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature	Date
0	

(Anusha N)



December 9, 2021

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 Anusha Ramnath,

Congratulations!

Based on your application and interviews, we are interested in taking forward your candidature with IBM India Pvt. Ltd. For nearly 100 years, IBM has made an extraordinary impact on the world. This is your opportunity to work with a dynamic organization and make a difference in the way the world works.

You may have an opportunity to undergo an IBM Orientation Program specially designed for all college campus hires which will be conducted at your college or external premises. This training is to enable you to acclimatize to the industry and refresh your technical skills. These are voluntary programs, and you may also opt to ensure that your technical skills are up to date, on your own initiative. Should you choose to undergo this program, a separate communication with terms and conditions may be issued to you in this respect.

You may be required to clear additional assessments to the satisfaction of IBM, before a formal offer of employment is issued.

We are very pleased to provide this Expression of Interest, which reiterates our intention to hire you, subject to successful completion of our normal pre-recruitment processes (including a background check & prescreening, if applicable). After you provide other information, supporting documents and successfully meet our requirements, we propose to issue a Formal Offer Letter to you.

Please note this Expression of Interest is neither an offer nor a legally binding contract of employment. The Expression of Interest shall remain valid until the earlier of date of the Formal Offer Letter or nine months hereinafter.

If any information supplied by you in your application or during the selection process is found to be unsatisfactory, incorrect or false and/or if you suppress material information regarding your qualifications and experience, IBM reserves the right to revoke this Expression of Interest without notice. IBM's decision in this respect shall be final.

The terms of Expression of Interest are strictly between you and IBM. Please treat this information as personal and confidential.



We look forward to the opportunity to work with you and hope to convert this Expression of Interest into a formal fixed term employment relationship between you and IBM upon the successful completion of all pre-recruitment procedures.

Signed By – IBM Authorized Signatory Talent Acquisition Leader ISA





<u>COVID-19: IBM Initiatives for Employees and Communities</u>

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- Vaccination for all IBMers: Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- Access to Oxygen Concentrators
 IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- Eldercare Support with Samarth: IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- Emergency Transport for Medical Needs: We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- Additional Insurance Coverage: IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- Meal Delivery Service

We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.



• **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with <u>United Way of India</u> to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with <u>StepOne</u>. StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

IBM is playing a key role in Global Task Force on Pandemic Response launched by the <u>US Chamber of Commerce</u> to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.



Ref: CT/IN/160/2021

Date: December,21, 2021

Ashish Kumar, Bangalore

Sub: Offer of Employment

Dear Ashish Kumar,

Thank you for investing your time to pursue an opportunity with CloudThing India Private Limited. We are delighted to be able to offer you employment within the Company as **"Software Engineer"**.

"Company" for all purposes in this document shall mean CloudThing India Private Limited, Bangalore.

Following are the principal terms of your employment. The other terms and conditions are set out in your Employment Contract. The Employment Contract, together with this Offer Letter, will form your contract of employment.

I. Compensation and Appointment

- a. Your total compensation package for this position is **Rs. 4,00,000/- (Rupees four lakh only).** The details of how this compensation is made up are set out in Annexure I.
- b. Your individual remuneration is purely a matter between yourself and the Company and has been arrived based on your job, skills specific background and professional merit. We expect you to treat this information and any changes made therein from time to time as personal and confidential. Failing to do so may lead to disciplinary action.
- c. A background verification process will be initiated as soon as we release an offer to you. If your employment has already commenced, it may be terminated on one week's notice if your completion of the verification process is unsuccessful. If you have not yet commenced employment, the Company may withdraw the offer.
- d. Once your graduation is complete, an additional verification process will be initiated for your educational background and if completion of the verification process is unsuccessful or you fail to graduate and your employment has already commenced, it may be terminated on one week's notice. If you have not yet commenced employment, the Company may withdraw the offer.
- e. Your employment is 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).

f. Your employment is contingent upon you submitting genuine documents (as per the list attached in Annexure II). Should any of the documents be found not genuine, the Company has the right to take action up to termination of employment.

II. PROBATION

You will be on probation for Nine (9) months from the date of joining. On successful completion of the probation, your employment with CloudThing will be officially confirmed. During Probation your employment may be terminated, without reasons, by either party giving 15 day's notice in writing to the other.

III. OTHER BENEFITS

- a. You will be eligible for 25 days of leave per year excluding the 10 Company declared holidays in accordance with the Company's policy as applicable from time to time.
- b. You will be eligible for Company sponsored and administered Benefits Programme for Employees, comprising of pension plan or gratuity plan or such plan which may be devised by the management from time to time for the benefit of the employees.

IV. CONFLICTS OF INTEREST

a. You are required to engage yourself exclusively in the work assigned by the Company, 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) directly or indirectly without the express written consent of the Management. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which relate to your commitments under this Agreement.

V. NOTICE PERIOD

a. Once you have successfully completed your probation period, your employment may be terminated, without reasons, by either party giving two months' notice in writing to the other. The Company the right to pay or recover salary in lieu of notice period. Furthermore, the Company reserves the right not to accept the payment in lieu of the notice and at its sole discretion may enforce the complete or part of the notice period to effectuate a proper handover of charge to the sole satisfaction of the Company.

VI. GENERAL

b. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, your employment may be terminated immediately without notice.

c. This offer of employment is valid only for 14 days from it's date and unless you confirm your acceptance in writing before the expiry of the validity period, the offer will automatically lapse.

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

Please sign and return the duplicate copy of this letter for our records in acceptance of the terms and conditions detailed herein.

Sincerely, For **CloudThing India Pvt. Ltd.**

Nayana Hegde People Operations Manager

Acceptance

I have gone through the terms and conditions mentioned in this offer letter. These are acceptable to me. I sign the copy of this offer letter as confirmation of my acceptance of the aforesaid terms and conditions.

I will report for duty on or before: 4th July 2022.

Signature

Name :

Date :

<u>Annexure – I</u>					
CloudThing India Private Limited					
Ashish Kumar Salary Breakup					
Particulars	Annual	Monthly			
CTC	4,00,000	33,333			
	Annual	Monthly			
Basic	54,000	4,500			
HRA	54,000	4,500			
Meal Card	26,400	2,200			
Statutory Bonus	10,800	900			
Special Allowance	2,33,200	19,433			
Gross	3,78,400	31,533			
Employer's Contribution to PF (^)	21,600	1,800			
Employer's Contribution to ESI (^)	-	-			
Total CTC	4,00,000	33,333			
(^)The maximum PF deducted will be ₹ 3600 per month (1800 each for employee and employer contribution)					

<u> Annexure – II</u>

Below is the list of documents to be carried on the day of joining to complete joining formalities

- 1. Resume
- 2. Copy of Pan card
- 3. Local Address & Permanent Address proofs
- 4. Education certificates 10th, 12th, Graduation & Post Graduation
- 5. Offer letters of the last two employers
- 6. Relieving letters of the last two employers
- 7. Last 3 months' salary slips/Bank statement
- 8. 3 Photographs

Ref: EXP/GET/22-23/OFF/413 16-January-2022

Offer Letter

Athmika Beesu , Araga(P) Thirthahalli(T) Shivamogga(D) 577414

Dear Athmika,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

Expleo Solutions Ltd 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) kandanchavadi, Chennai 600096 • Indra • T +91 44 4392 3200 CIN L64202TN1998PLC066604 • GST No. 33AABCT0978G12G

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.

Expleo Solutions Ltd 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR Kandanchavadi. Chennai 600096 • India • T. +91 44 4392 320(CIN: L64202TN1998PLC066604 • GST No: 33AABCT0976G12C

(expleo)

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR	
12 Months	13 Month	50000	
24 Months	25 Month	150000	
36 Months	37 Months	200000	
48 Months	49 Months	100000	

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely,

for Expleo Solutions Ltd

Manjunathan C Director - People Services

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Salary Annexure

Components	Monthly	Annual
Earn	ings (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
Flexible Baske	t of Allowances (B)	
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
, Annual C	omponent (C)	
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity		7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company	29,663	363,164
Employee Medic	cal Benefit Coverage	
Group Medical Coverage (GMC)		200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

*Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

6

Date:

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of January 2022 BY AND BETWEEN, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and Ms. Athmika D/o Ravi H D, aged 21 yrs, and residing at Beesu , Araga(P),Thirthahalli(T),Shivamogga(D) 577414 hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

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- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Ι. Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration shall be at Chennai and the language of arbitration shall be English. The arbitration cost shall be borne by the Company.

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- 8. Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- 10. On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

Graduate Engineer Trainee

Signature

Manjunathan C Director - People Services

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____.

Signature:

Date:

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APPOINTMENT LETTER

January 25, 2022

Dear Bhashyam Keerthikumar,

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 1/25/22, 8:37 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 $^{\mbox{th}}$ Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 th 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

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

https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_template_2022&user=2...

I Bhashyam Keerthikumar, 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: Bhashyam Keerthikumar

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

Travel

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

Accommodation, Food & other Miscellaneous Expenses

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

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

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

- 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 Bhashyam Keerthikumar 25/1/2022 8:36 PM (checking the checkbox above is equivalent to a handwritten signature) Registered Office: Wipro T:+91 (80) 2844 0011 Limited Doddakannelli F :+91 (80) 2844 0054 Sarjapur E :info@wipro.com Road Bengaluru

C 1 32102KA1945PI C020800 India

W :wipro.com

560 035



Offer: Computer Consultancy Ref: TCSL/DT20218131472/Bangalore Date: 09/11/2021

Ms. Bhavitha D 209#209,1st Main,5th Cross, Abbaiah Naidu Studio Chikkalasandra, Bangalore-560061, Karnataka. Tel# 91-9845109109

Dear Bhavitha D,

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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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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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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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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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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GROSS SALARY SHEET

Annexure 1

Name	Bhavitha D
Designation	Assistant System Engineer-Trainee
Institute Name	Others

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 – 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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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of 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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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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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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(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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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: 1389940

Letter of Intent ("LOI")

Dear Brundha P,

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

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

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

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

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

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Preonboarding 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, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: Query on LOI Superset ID 1389940
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: Query on On-Boarding - Superset ID 1389940
- In case of any other query, write to use with e-mail subject as: Other Queries- Superset ID 1389940

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

Brundha P Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/-**(**Rupees Four Lakh only**). On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/-** (**Rupees Twenty Five Thousand only**). Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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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

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

2019107 / ELTP-CAMPUS / 2022

27-Jan-2022

Subject: Letter of Intent

Dear C Amruta,

This refers to the campus interview that you had attended.

We are pleased to inform that you have been shortlisted for a position of **Associate Software Engineer** at **Band U and Sub Band U1** in our Organization provided:

- ð You being medically fit, having completed your qualifying academic course with a minimum grade of First Class or equivalent grade as specified at the time of your selection, meeting the set eligibility criteria, including minimum of First Class/60% or equivalent grade in all other courses completed by you prior to your qualifying academic course
- ð You complete the set of learning courses and earn course completion certificate for each course mentioned in **Annexure A** and

On successful completion of the above, the Company may, at its sole discretion, offer you an employment opportunity with the following conditions:

- ð You will be under **probation for a period of 6 (Six) months** from the date of joining.
- ð During probation period, you will be eligible for Annual Salary package of INR 260,000 (Indian Rupees Two Hundred and Sixty Thousand Only). Please refer to Annexure B for breakup of your intended Annual Salary package.
- ð Post probation, you will be eligible for an Annual Salary package of INR 325,000 (Indian Rupees Three Hundred and Twenty-five Thousand Only). Please refer to Annexure - C for breakup of your intended Annual Salary package.
- ð In addition, you will also be entitled for a one-time settlement Allowance not exceeding **INR 15,000**, (**Indian Rupees Fifteen Thousand Only)** if eligible, as per Tech Mahindra policy.
- ð At the time of joining, you are required to sign a service bond with Tech Mahindra. As per this bond, you will be required to serve Tech Mahindra for a period of at least 2 years from the date of your joining, failing which, you will need to pay a sum of Indian Rupees 100,000/- (Indian Rupees One Hundred Thousand Only) as liquidated damages to Tech Mahindra.
- ð You are required to mandatorily possess a valid Passport and Income Tax PAN Card at the time of joining the Company.



Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

We request you to confirm to us your acceptance of the terms and conditions specified herein by signing and returning a copy of this Letter to Campus Joining Team on <u>Campusjoining@techmahindra.com</u>

This Letter of Intent shall cease to be valid on 27-Jul-2022 or issue of Offer of Appointment, whichever is earlier.

We look forward to you having a rewarding career with us.

Yours sincerely, For Tech Mahindra Limited,

R.Krishaa

Krishna Ramaswamy

Head - Resource Management Group

Thankyou for offering me the position of Anociate software Engineer. Hereby, I am accepting the letter of interd offered by Tup Mahindra.

Name: C. AMRUTA GAYATRI Applicant 3d: 2019107 Signature: Afgat

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

Annexure A

Learning and Certification

Selects to learn the below Udemy courses in self-learning mode and earn the course completion certificate for each course

To start learning courses use **<u>tmlfh.udemy.com</u>** link.

Detailed learning instructions will be communicated separately.

Category	Udemy Course Name	Course Duration (in Hrs)
Programming		
Foundations	Programming 101	4
Data Structures & Algorithms	Data Structures A-Z : Data Structures + Algorithms Bootcamp	7.5
Web Programming	Complete Web Design Course: HTML, CSS, Javascript and jQuery	20.5
Linux Fundamentals	Learn Linux in 5 Days and Level Up Your Career	6.5
Shell Scripting	Bash Shell Scripting: Crash Course For Beginners	5.5
SQL	SQL for Beginners: Learn SQL using MySQL and Database Design	8
Python basics	The Python Bible Everything You Need to Program in Python	9
Cloud Computing	A Practical Introduction to Cloud Computing	2.5
Agile & Scrum	Agile Fundamentals: Including Scrum and Kanban - 2021	4.5
Software Testing	Certified Tester ISTQB Foundation Level (CTFL) - Updated 2021	6.5
Communication	The Art of Communications ? Become a Master Communicator	3.25
Email Writing	Write Better Emails: Tactics for Smarter Team Communication	1.36
Business Etiquettes	Business Etiquette 101: Social Skills for Success	4.7

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

<u>Annexure B</u>

Total Cost to Company (TCC) (Per Annum)	260000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	89393
HRA (@70% of Basic Pay)	62575
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	10727
Flexible Components of TFP ^	12787
Total Fixed Pay (Per Annum)	223482
Total Variable Pay (TVP) (Per Annum) (*)	24831
Total(A)	248313
Additional Benefits(B)	11687
Gratuity	4300
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	260000
below, subject to the individual maximum limits as mentioned against taxable amount under Additional Personal Pay	
LTA	12,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal meregular salary.	onthly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be pay for the Financial Year	yable as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	le for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
ii)Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be elig Insurance Cover, providing Life Insurance Coverage to the associa lakhs to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be e scheme of the company with a cover of Rs. 3 lakhs (floating cove parents. Cost of coverage of parents (if opted for) will be borne by yo applicable cover (for self only OR self +spouse+up to 2 children) will	r) applicable to Self , Spouse, 2 children & 2 ou. If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You we scheme with a cover of upto Rs. 5 lakhs payable in case of perman	

event of an accident.

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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Annexure C

Total Cost to Company (TCC) (Per Annum)	325000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	112394
HRA (@70% of Basic Pay)	78676
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	13487
Flexible Components of TFP ^	28428
Total Fixed Pay (Per Annum)	280985
Total Variable Pay (TVP) (Per Annum) (*)	31221
Total(A)	312206
Additional Benefits(B)	12794
Gratuity	5407
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	325000
taxable amount under Additional Personal Pay. LTA	12,000
	12.000
Meal Card (Max INR. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal mon regular salary.	thly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be payal for the Financial Year	ble as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
 ii) Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be eligib Insurance Cover, providing Life Insurance Coverage to the associates lakhs to the beneficiary on the unfortunate death of the associate 	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled scheme of the company with a cover of INR 3 lakhs (floating cover) ap parents. Cost of coverage of parents (if opted for) will be borne by you. applicable cover (for self only OR self +spouse+up to 2 children) will be	plicable to Self , Spouse, 2 children & 2 If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You would scheme with a cover of upto INR 5 lakhs payable in case of permanen	

event of an accident.



ISO 9001 : 2015 CERTIFIED & NASSCOM MEMBER

02/02/2022

To, Chandana M 7975628933 Dept of CSE **K S Institute of Technology Training and Placement under CSR**

Dear Chandana M

We are pleased to inform you that you have been selected for **CSR-Incubation batch of Technology Training and Placement** which is of free of cost for merit students.

By Palle Technologies, Bangalore.

The program will begin on 07TH March 2022 Course Duration (3.5 month) The Mode of Training will be Online – Using Zoom App. The Training will be conducted every day between 6:30 PM to 8 PM. During this Program you will be having Technology Training

1. Monday to Friday – Training, and Saturday Evaluation & interview preparation.

Program features:

- 1. Aptitude & reasoning training
- 2. Technology training on Java, OOPs, sql, Web Technologies, & Python
- 3. Assignments coding & aptitude
- 4. System tests on regular basis
- 5. Coding interview preparation
- 6. Mock technical interviews
- 7. Mock HR interviews
- 8. We will schedule unlimited number of interviews with our esteemed clients with packages starting from 2.4 LPA to 6 LPA until student gets placed
- 9. Course Completion Certificate will be provided after the successful completion of the Technology training
- 10. If student misses any one class during training period, then student will be dropped from the program and will not be eligible for free training and placements.
- 11. If student has not attended any interview scheduled by Palle Technologies, then student will be disqualified from the program and will not be eligible for free training and placements.



Mandatory Requirements while joining:

- (1) Student has to send a photo copy of his or her X, XII mark sheets
- (2) Student has to send a photo copy of Engineering all semester mark sheets up to 6th semester
- (3) Student has to send photo copy of Aadhar card
- (4) Student has to send photo copy of college ID proof
- (5) Student has to send his or her pass port size photo

We look forward to welcome you on board.

Sincerely, HR Team Palle Technologies



Climber Knowledge & Careers Pvt Ltd 3rd Floor, Classic Arena, Hosur Road AECS Layout - A Block, Singasandra Bengaluru, Karnataka 560068 CIN: U93000MH2016PTC273870

Date: 17th June 2022

Dear CHANDANA R K,

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore under the following terms and conditions-

Role: Inside Sales Executive

Location: Bangalore, India

Compensation: We confirm offering annual compensation of INR **5,45,600**/-(Five Lakh Fourty Five Thousand Six Hundred only) comprising INR **3,45,600**/- (Fixed Component) & variable component of INR **2,00,000**/-

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be made a confirmed employee after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance for yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.If you choose to accept this offer of employment, please revert to our mail confirming your acceptance. We hope you accept this offer and we look forward to working with you.

Sincerely,

Anush Ramachandran



Climber Knowledge & Careers Pvt Ltd 3rd Floor, Classic Arena, Hosur Road AECS Layout - A Block, Singasandra Bengaluru, Karnataka 560068 CIN: U93000MH2016PTC273870 Email : hr@mycaptain.in
 Phone: +91 9513987661

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

Print Name

Signature

Date



Climber Knowledge & Careers Pvt Ltd 3rd Floor, Classic Arena, Hosur Road AECS Layout - A Block, Singasandra Bengaluru, Karnataka 560068 CIN: U93000MH2016PTC273870

ANNEXURE

TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment")must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behavior issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company with Thirty(30) days of prior written notice with reasons for such resignation.



Your salary during the probation period shall be INR 22,000 plus incentives,

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11.30 am to 8.30 pm Monday to Saturday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective department as detailed below.

Your compensation will be reviewed on a yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation, you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.



Notice Period and Termination of Services

Your services may be terminated by your giving one months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period you are not entitled to leave. In case leave is granted for any emergency, this may result in extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your: a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of moral turpitude.(the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business. d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIM card, mobile phone, access card or other devices with details of any passwords or user ids installed therein. b. All confidential information and work product, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall be without any



further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

Non-Disclosure Agreement

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company, all of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be ("Non-Compete Period"), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited, to any company involved in the field of Education technology. The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of the Company. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.



Intellectual Property

You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception or development.

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

We hope you have a great learning experience with us and grow in the process of this role.



Annexure						
Name CHANDANA R K						
Designation	Inside Sales Executive					
Department	Department Inside Sales					
Job Location	Bengaluru, Karnataka					
Α.	Fixed Components INR(p.m) INR(p.a)					
1.	Basic Salary	13,500	162,000			
2.	HRA	5,400	64,800			
3.	Special Allowance 8,100 97,200					
В.	Variable Components					
	Annual Variable Cash		2,00,000			
С.	Deductions					
	Professional Tax	200	2400			
	PF Employee+Employers	1800+1800	21600+216 00			
	Gross Deduction 3,800 4560					
(A+B)	Cost to Company		345,600			
A-C Net Salary Pay 25,000						

Ms.Chinmye H H

No. 9/51, 9th Cross, 3rd 'D' Main, 80 Feet Road, Sarakki, J P Nagar Phase-1, Bangalore - 560078

Dear Chinmye,

With reference to your interviews and discussions with us we are pleased to offer you the position of "Post Implementation Project Manager" on the terms and conditions as set forth below:

- 1. Date of Commencement : May 19, 2022
- 2. Bond Period : You will serve eClinicalworks India Pvt ltd for a minimum period of 1 year, from the date of execution under the bond. As a guarantee you agreed to pay a cheque amounted 2 months gross salary as security. In the event of the said cheque being required to be deposited on account of breach of the bond, then the company will be at liberty to treat the said amount as being due and payable by you to the company by way of Debt and the company will be at liberty to file recovery proceedings in this regards.
- 3. Period of Offer : The period of offer is as follows:

i You will be initially trained for a period of three months from the date of Commencement mentioned herein above. If you complete the training successfully to the satisfaction of the Company (of which the Company will be the sole judge), you will thereafter be placed on probation for a further period of three months. If you do not complete the training successfully, then your trainee services will be determined upon the efflux of the said training period. If you complete the probation period successfully to the satisfaction of the Company (of which the Company will be the sole judge) and if you are found to be fit for confirmation after due assessment, you will be confirmed in employment. If you do not complete the probation period successfully, then your probationary services will be determined upon the efflux of the said probationary period.

ii If, however, it is any time found that any representation made by you to the Company prior to this Offer being made to you - including but not limited to any verbal representation, any information contained in your Curriculum Vitae, any supporting document or any other factual matter concerning you - was not entirely correct or truthful; then your employment shall be liable for summary dismissal without any notice, payment in lieu of notice or any compensation. Further, in such a case, the Company shall have the right to seek such other remedies as may be available to it in law including the right to damages, prosecution etc.

ii. This offer is only valid if you are not an *Ineligible Person* under the Office of Inspector General's List of Excluded Individuals/Entities. 4. **Scope of Work** : The scope of your work/duties/expected skill sets/expected performance etc. have been discussed with and explained to you during your interviews and discussions

5. Place of Work : Your current place of work will be Bangalore, however you may be deputed at the parent/associate company sites, client sites or partner sites outside of Bangalore (Overseas or other India metros).

6. Salary : Your gross annual remuneration will be **Rs. 376000/- (Rupees Three Lakhs and Seventy Six Thousand Only)** on CTC (Cost-to-the-Company) basis. The CTC break up will generally be as per Company policy and applicable tax provisions from time to time. The primary components of your CTC initially shall be as per Exhibit A attached.

7. Background Verification : The Company will be conducting a background check/screening procedure in your matter as a measure of full disclosure. In the event of the said background check/screening procedure showing negative on any parameter, this offer will stand determined and revoked with immediate effect.

2

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8. Notice of Relieving

i. During your training and assessment period, this employment may cease to exist any time, by giving 7 days' notice in writing by either side.

ii. During your probation period, this employment may cease to exist any time by giving 30 days' notice in writing by either side.

9. Counterparts : This Offer and its Acceptance may be executed in multiple counterparts, each of which shall have the force and effect of an original.

10. General

i. Please note that the contents of this Offer and any subsequent Employment Letter/Agreement are confidential and shall not be discussed with any other person.

ii. The Company may from time to time revise its HR policies and, subject to those being applied generally to all or a class of employees without discrimination, and being lawful, will apply to you ipso facto;

We welcome you within our fold and trust that your association with ECW will be exciting and mutually rewarding.

This Offer is valid for 7 days. You are requested to return the duplicate copy of this letter, duly signed by you in token of your acceptance of the above Offer.

Yours sincerely For eClinicalWorks India Pvt Ltd

Agreed and Accepted By Me

Kishore Kumar D Senior Manager -Human Resources Date: May 16, 2022

(Chinmye H H)

<u>Annexure</u>

Salary Structure						
Name: Chinmye H H Designation: Post Implementation Project Manager						
		EARNINGS (A)	-			
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Basic	200000	16667			
b	HRA	80000	6667			
С	LTA	40000	3333			
d	Shift Allowance	18000	1500			
е	Special Allowance	38000	3167			
Gross	s Salary (A)	376000	31334			
		BENEFITS (B)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Employer PF Contribution	24000	2000			
Benefit (B)		24000	2000			
Total	CTC (A+B)	400000	33334			
		DEDUCTIONS (C)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Employee PF Contribution	24000	2000			
b	Professional Tax	2400	200			
с	Income Tax	As Applicable	As Applicable			
Total	Deductions (C)	26400	2200			
Net M	Net Monthly Salary (A-C) 29134					

The above remuneration is subject to deduction of Income Tax, Professional Tax, Employee PF contribution and any other taxes as per law subsisting from time to time.

It is understood that the Company offers the CTC hereinabove stated. The components of CTC could change, though its quantum will not, depending on the Company HR policies, tax law, industry practice etc. at the discretion of the Company and subject to any such change being consistent with tax and other applicable regulations.

For eClinicalWorks India Pvt. Ltd.

Agreed and Accepted

Kishore Kumar D Senior Manager – Human Resources



March 11,2022 Deekshitha V Reddy KSSEM

Dear Deekshitha,

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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Services IT Development Program Senior Associate II** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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.
- c) Probation period of six (6) months from the date of joining.

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 INR. **500000** 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 intent of offer. 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.



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) 2. 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				
Urmimala Sarkar URMIMALA ^{30BA1314B9} DIRECTOR - TALENT ACQUISITION				

We request you to please read and sign the enclosed copy of this letter and return it by **March 12,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

Signature: _

Deekshitha V Reddy

Date: 11-March-2022



DECLARATION

I, Deekshitha V Reddy S/o, D/O, W/O_____, having permanent address

at______ 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.

SIGNATURE: NAME: Deekshitha V Reddy DATE: 11-March-2022 PLACE:

To Deepak TN, Bangalore.



Sub: Offer Letter for your services at GharOffice.com

Dear Deepak TN,

GharOffice.com is pleased to make you an offer for your professional services in the role of **"Trainee - Software Engineer**" at our Bangalore Office. We strive to maintain high standards of quality in everything that we do and believe that you have the potential and the attitude to help sustain and exceed them. Your services will be compensated in the following manner:

You will be paid **INR. 20,000** monthly as a stipend during training of 6 months and CTC of **3.5 - 4.5 LPA** post-training.

You will be required to sign the service agreement for the training period + of **18 months**.

In addition, GharOffice.com may provide other benefits as determined by the Company's management from time to time. An Employment Agreement will have to be signed by you at the time of commencement of your services. An appointment letter will be issued to you on the day of joining the service.

Deepak TN, we are all excited about working with you and are sure that you will be very successful at GharOffice.com and participate in its success. We expect you to commence your services from **May 4th, 2022**, upon acceptance of this offer. On your joining date, we will require you to submit the various documents for our records, as mentioned in the list enclosed.

Sincerely, Tarun Harjani CPO, MD & Co-Founder

Bengaluru May 2nd, 2022

(Electronic document does not require the signature by GharOffice.com)



List of Documents:

- Two photographs (passport size).
- PAN Card
- Copy of Passport/ Driver's license
- AADHAR Copy
- Educational Certificates

Photocopies of the above documents are sufficient, originals will be required for verification.

1K4180029



13th Jan, 2022

Ms. Devapoojitaa Bangalore

EMPLOYMENT CONTRACT

Dear Devapoojitaa,

Subsequent to the discussions between Avaali Solutions and yourself, we're pleased to make an offer of employment on the following terms and conditions:

- 1. Appointment:
 - a. You will be appointed as an Intern for the first 6 (six) months during the training period and upon completion of training period you will be confirmed as Associate Software Engineer (Career Level T1A).
 - b. Your commencement will be not later than at 9.00 am on Jan 17th, 2022.
 - c. You shall be based in Bangalore but will serve the company at any of its offices, subsidiaries, or associate companies in any location within or outside India
 - d. On joining, your point of contact will be the HR Team and the reporting managers name will be communicated to you later.
 - e. Your employment is subject to your providing documentary proof of your last drawn salary, educational qualifications, and work testimonials if any, and is also conditional upon you being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.

2. Remuneration

- a. Your annual CTC will be Rs. 3 (Three) lakhs per annum. However, for the first 2 months you will be paid a salary of Rs.10000/- (Ten Thousand) only. The difference in your salary for the first two months will be paid after 12 months of your association with us.
- b. You shall be paid a basic salary of INR 92,580 per annum.
- c. In addition to (a) above you shall be entitled to a Flexible Compensation Plan of a sum of INR 1,60,810 per annum. A detailed schedule of Flexible Compensation plan is attached as Appendix A
- d. The sum total of (a) and (b) above is referred to as "Total Fixed Pay". Your Total Fixed Pay will be INR 2,53,390 per annum
- e. Your eligibility for initial salary reviews will be after completion of 12 months from the date of joining and your salary review will take place along with the general review date for all Avaali employees on a pro-rated basis. This will be based on your work performance increments are therefore granted on merit only.



- 3. Variable Pay
 - a. You will be eligible for performance variable for a full year's service or pro-rated as the case may be.
 - b. Variable pay will be calculated based on your performance rating and assessment at the end of each year
 - c. You will be entitled to variable pay only upon confirmation (i.e. At the end of probation period as per Clause 5 below). This will be based on your tenor in the company for the year and therefore will exclude any leave without pay that you may have availed during this period.
 - d. So long as your confirmation takes place before March 31st of the current financial year, your variable pay computation for the first year will be done from the date of joining until March 31st of that financial year.
 - e. Your variable pay will be computed based on your performance for the financial year. The pay-out will be made in May of the subsequent financial year. So for example the pay-out for the financial year April 2021 to March 2022, will be paid in May 2022.
 - f. You will need to be on the salary payroll of the company as of May of every financial year, to be eligible for variable pay. You will not be entitled to any variable payout if you are either serving notice period or if you are no longer in employment with or on the payroll of Avaali as of May.
- 4. Probation
 - a. You will serve a probationary period of six months. Upon satisfactory completion of a formal appraisal you shall be confirmed in the permanent establishment of the company
 - b. The company reserves the right to extend the probationary period or invoke Clause 12a of this contract in the event that your performance does not meet expectation.
- 5. Performance of Duties & Conflict of Interest
 - a. You shall at all times be required to carry out such duties and responsibilities as may be assigned to you by the company and shall faithfully and diligently perform these in compliance with established policies and procedures endeavouring to the best of your ability to project and promote the interests of the company
 - b. You shall not except with the written permission of the company engage directly or indirectly in any other business, occupation or activity whether as principal-agent or otherwise which will be detrimental whether directly or indirectly to the company's interests
 - c. You shall keep strictly confidential details of your salary and employment benefits within and outside the company



- d. You shall not disclose or divulge any confidential information related to the company's business or its customers which may come to your knowledge or possession during the tenor of your employment and which should not be disclosed or made public save in the course of the proper execution of your duties
- e. You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to keys, access cards, diskettes, photograph or such other proprietary information relating to the company's business
- f. You shall not for a period of 1 year after the termination of your employment directly or indirectly compete with the company and will not become an employee of any other entity (including client) which carries on or controls a business which is in competition with the business of the company (including any principal vendor of Avaali). Without prejudice to the generality of the foregoing, you will not directly or indirectly own, operate, manage, join, control or participate in the ownership, management, operation or control of such entity whether in corporate, proprietorship or partnership firm or otherwise
- g. You shall at all times conduct yourself in an ethical, professional and honest manner. You or your immediate family member shall not use your position in Avaali for personal gain or take advantage of a business relationship which Avaali may have with the customer, partner or supplier. Should there be any instance of your family member or you using your position to threaten, coerce or cajole favours for personal gain from a customer, partner or supplier, you will be dismissed instantly and prosecuted to the full extent of the law
- 6. Annual Leave
 - a. Post completion of your probation period, you will be entitled to an Annual Leave of:
 - 15 days of Privilege Leave (PL) in a calendar year or pro-rated as the case may be from the date of confirmation. The employee will eligible for such PL calculated at 1.25 days leave for every month of service.
 - 10 days of sick leave as per company policy.
 - b. An employee on probation will be eligible for 5 days of Sick Leave or pro-rated as the case may be
 - c. All leave will be as per the company policy that will be enforced from time to time
- 7. CHANGES TO POLICIES: The company may at any time and in its sole and absolute discretion modify, vary, suspend and amend any policies from time to time.

8. INTELLECTUAL PROPERTY RIGHTS

The company retains ownership of the intellectual property rights relating to inventions, patents and copyrights concerning work undertaken while in the employment of the company and you shall co-operate fully in transferring, registering or in any way securing such rights for the benefits of the company and / or defending such rights as may be required of you by the company.

Avaali Solutions Pvt. Ltd., 201, Sahana Nilaya, 1st Cross, S T Bed, 4th Block, Koramangala, Bangalore 560 047 India. P: +91 80 2552 5805 W: www.avaali.com



9. TRAVEL / TRANSPORT BENEFITS

The company shall provide you with reimbursements or allowances for cost incurred in travelling on company's business in accordance with prevailing company policy

- 10. TAXES
 - a. The company shall not bear any personal income tax on salary, allowances or benefits paid or deemed to be paid to you

11. WORKING HOURS

Normal hours are determined by the company but you shall undertake to work outside of these hours, where necessary and reasonably required, in response to work exigencies. Our current standard working hours are 9:00 AM to 6:00 PM, Monday – Friday.

12. TERMINATION OF EMPLOYMENT

- a. Either the company or you may at any time terminate this agreement by giving in writing to the other party THREE months' notice or in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period or remaining period of notice. It is however the discretion of the company to consider accepting payment in lieu of notice period. Such decision ultimately rests with the company management.
- Accrued leave is not to be offset from the notice period except with the express written permission of the company
- c. For the avoidance of doubt, all service benefits associated with your employment will cease on your last day of work with the company whether or not there has been a waiver of the said notice period or payment of monies in lieu thereof by either party
- The company shall have the right to terminate your employment without notice or payment in lieu thereof if;
 - i. Your performance does not meet the company expectation
 - ii. You commit any material breach of any of your duties and responsibilities under this contract
 - iii. You are dismissed on grounds of misconduct which contravene the express or implied conditions of your employment
 - iv. You become insolvent or bankrupt or are charged with any criminal offence which is prejudicial to the interests of the company
 - v. The company is restricted from continuing to employ you by reasons of any other legal incapability
- e. You undertake to return in good working condition save for normal wear and tear all property belonging to the company at the end of your employment and agree to reimburse to the company for all losses if the property is lost or damaged

Avaali Solutions Pvt. Ltd., 201, Sahana Nilaya, 1st Cross, S T Bed, 4th Block, Koramangala, Bangalore 560 047 India. P: +91 80 2552 5805 W. www.avaali.com



13. BUSINESS ATTIRE

a. While Avaali believes in comfort and flexibility in the work place, we also believe that it is important to create a professional and business-like image. Our dress code for all male staff is long sleeved shirt with a tie, long trousers and co-ordinating shoes and socks. For staff who have customer contact, a suit, coat or jacket is recommended. Female staff members are required to be in formal Western or Indian business wear

14. RETIREMENT

a. You shall retire on your 60th birthday or the last day before this if your birthday does not fall on a working day

15. ALTERATIONS

a. The above terms may be modified by the company from time to time in writing and such variations shall be binding on you

16. JURISDICTION

a. Any dispute arising out of the employment terms of service shall be subject to the jurisdiction of a competent court in Bangalore, India

17. CODE OF CONDUCT

a. You shall dutifully observe the Company's Code of Conduct which forms an integral part of the employment contact

On behalf of Avaali Solutions, I'm delighted to extend this offer and ask that you confirm your acceptance by signing and returning the duplicate copy of this letter within 1 day of the date indicated above, beyond which the offer will automatically been lapsed.

Yours sincerely,

I accept the terms and conditions:

FOR/AVAALI SOLUTIONS PVT LTD

SRIVIDYA KANNAN FOUNDER, DIRECTOR

Date:

Ms.Dhanushree D B

No. 01, 1st Cross, 1st Main Road, Ganapathipura, Konanakunte, Bangalore - 560062

Dear Dhanushree,

With reference to your interviews and discussions with us we are pleased to offer you the position of "Integration Project Manager" on the terms and conditions as set forth below:

- 1. Date of Commencement : May 19, 2022
- 2. Bond Period : You will serve eClinicalworks India Pvt ltd for a minimum period of 1 year, from the date of execution under the bond. As a guarantee you agreed to pay a cheque amounted 2 months gross salary as security. In the event of the said cheque being required to be deposited on account of breach of the bond, then the company will be at liberty to treat the said amount as being due and payable by you to the company by way of Debt and the company will be at liberty to file recovery proceedings in this regards.
- 3. Period of Offer : The period of offer is as follows:

i You will be initially trained for a period of three months from the date of Commencement mentioned herein above. If you complete the training successfully to the satisfaction of the Company (of which the Company will be the sole judge), you will thereafter be placed on probation for a further period of three months. If you do not complete the training successfully, then your trainee services will be determined upon the efflux of the said training period. If you complete the probation period successfully to the satisfaction of the Company (of which the Company will be the sole judge) and if you are found to be fit for confirmation after due assessment, you will be confirmed in employment. If you do not complete the probation period successfully, then your probationary services will be determined upon the efflux of the said probationary period.

ii If, however, it is any time found that any representation made by you to the Company prior to this Offer being made to you - including but not limited to any verbal representation, any information contained in your Curriculum Vitae, any supporting document or any other factual matter concerning you - was not entirely correct or truthful; then your employment shall be liable for summary dismissal without any notice, payment in lieu of notice or any compensation. Further, in such a case, the Company shall have the right to seek such other remedies as may be available to it in law including the right to damages, prosecution etc.

ii. This offer is only valid if you are not an *Ineligible Person* under the Office of Inspector General's List of Excluded Individuals/Entities.

4. **Scope of Work** : The scope of your work/duties/expected skill sets/expected performance etc. have been discussed with and explained to you during your interviews and discussions

5. Place of Work : Your current place of work will be Bangalore, however you may be deputed at the parent/associate company sites, client sites or partner sites outside of Bangalore (Overseas or other India metros).

6. Salary : Your gross annual remuneration will be **Rs. 376000/- (Rupees Three Lakhs and Seventy Six Thousand Only)** on CTC (Cost-to-the-Company) basis. The CTC break up will generally be as per Company policy and applicable tax provisions from time to time. The primary components of your CTC initially shall be as per Exhibit A attached.

7. Background Verification : The Company will be conducting a background check/screening procedure in your matter as a measure of full disclosure. In the event of the said background check/screening procedure showing negative on any parameter, this offer will stand determined and revoked with immediate effect.

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8. Notice of Relieving

i. During your training and assessment period, this employment may cease to exist any time, by giving 7 days' notice in writing by either side.

ii. During your probation period, this employment may cease to exist any time by giving 30 days' notice in writing by either side.

9. Counterparts : This Offer and its Acceptance may be executed in multiple counterparts, each of which shall have the force and effect of an original.

10. General

i. Please note that the contents of this Offer and any subsequent Employment Letter/Agreement are confidential and shall not be discussed with any other person.

ii. The Company may from time to time revise its HR policies and, subject to those being applied generally to all or a class of employees without discrimination, and being lawful, will apply to you ipso facto;

We welcome you within our fold and trust that your association with ECW will be exciting and mutually rewarding.

This Offer is valid for 7 days. You are requested to return the duplicate copy of this letter, duly signed by you in token of your acceptance of the above Offer.

Yours sincerely For eClinicalWorks India Pvt Ltd

Agreed and Accepted By Me

Kishore Kumar D Senior Manager -Human Resources Date: May 16, 2022

(Dhanushree D B)

<u>Annexure</u>

Salary Structure						
Name: Dhanushree D B Designation: Integration Project Manager						
		EARNINGS (A)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Basic	200000	16667			
b	HRA	80000	6667			
С	LTA	40000	3333			
d	Shift Allowance	18000	1500			
е	Special Allowance	38000	3167			
Gross	s Salary (A)	376000	31334			
		BENEFITS (B)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Employer PF Contribution	24000	2000			
Benefit (B)		24000	2000			
Total	CTC (A+B)	400000	33334			
		DEDUCTIONS (C)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)			
а	Employee PF Contribution	24000	2000			
b	Professional Tax	2400	200			
С	Income Tax	As Applicable	As Applicable			
Total	Deductions (C)	26400	2200			
Net M	onthly Salary (A-C)		29134			

The above remuneration is subject to deduction of Income Tax, Professional Tax, Employee PF contribution and any other taxes as per law subsisting from time to time.

It is understood that the Company offers the CTC hereinabove stated. The components of CTC could change, though its quantum will not, depending on the Company HR policies, tax law, industry practice etc. at the discretion of the Company and subject to any such change being consistent with tax and other applicable regulations.

For eClinicalWorks India Pvt. Ltd.

Agreed and Accepted

Kishore Kumar D Senior Manager – Human Resources



Zucitech Software Solutions Pvt. Ltd. 1318, 2nd Floor, 80 Feet Road, Near Bangalore Central J.P. Nagar, Bangalore - 560078 Email: info@zucitech.com Call: +91-8660693247 www.zucitech.com

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD

Internship Offer Letter

August 30, 2022

Dravid B Bangalore

Dear Mr. Dravid,

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD. (the "Company") is pleased to offer you the role of **Salesforce Developer - Intern** with the Company, with a start date of <u>September 15, 2022</u>, or earlier, on the terms described below:

<u>Responsibilities.</u> To perform the activities required by your role; Activities are inclusive of, and not limited to: salesforce department requirements. You may be also required by the Company, at its sole discretion, to work on other projects and/or take up other responsibilities from time to time based on the exigencies of the Company's business.

<u>Stipend and Benefits.</u> Your stipend will be ₹3,50,000 on an annualized basis, payable according to the Company's normal payroll policy. You are required to strictly maintain the confidentiality of and not to divulge or communicate in any manner, any information regarding your stipend/terms of engagement to any other person and in particular to any employee of the Company. Such disclosure will be viewed seriously and you are liable for disciplinary action as per rules of the Company.

Leave Entitlement. You will be entitled to 9 working days semiannual leave for your internship period in addition to the National holidays.

<u>**Taxes.**</u> Your relationship with the Company will be that of an Independent Consultant. The Company will deduct taxes as applicable to Independent Consultants under the laws and acts in force but will not be responsible for paying any income tax, provident fund, professional tax or such other taxes as are applicable in the case of internship.

<u>Consulting Relationship</u>. Your consulting engagement with the Company will be "at will," meaning that either you or the Company may terminate your engagement at any time and for any reason, with or without cause, with a four-week notice period.

Upon receipt of any notice of termination from you, the Company may in its sole discretion relieve you of your duties before the expiry of the notice period by paying to you the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period. Further, the Company may (but is not obliged to) relieve you of your duties before the expiry of the notice period if you request to be so relieved and the Company agrees in its sole discretion to do so, subject always to your payment to Company of an amount equivalent to the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period.



<u>**Termination by Company.**</u> Notwithstanding the foregoing, the Company may, by a written notice, terminate your engagement without any prior notice or payment in lieu thereof if you commit any of the following matters:

- a. if you commit any act which in the opinion of the Company is likely to bring the Company, its affiliates or any of its officers or employee's into disrepute;
- b. if you commit any material breach of any of your duties or obligations under these terms and conditions;
- c. if you have been absent from work for continuous period of 10 days without prior permission from the Company (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days (without prior permission of the Company);
- d. if you are discovered to have made or given any false statement of document testifying your ability or competence or relating to your state of health knowing that such statement or document is false; or,
- e. if you commit gross misconduct, fraud, dishonesty or willful disobedience of a lawful and reasonable request by the Company.

<u>On termination</u>. On termination of this contract, you will immediately, along with ensuring smooth transition of your work to your colleagues, return to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, literature, drawings, effect or records, etc. belonging to the Company or the Customer or relating to its business and shall not make or retain any copies of these items. Upon receipt of such assets, the Company management/HR shall inspect the same and if satisfied with respect to receipt of Company assets and smooth transition of your work, provide a no dues certificate to you in this regard. Any dues to be paid to you on your ceasing to be a consultant of the Company 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 provisions of law.

<u>Customer Confidentiality.</u> The Company would like to safeguard the interests and information of its customers. You will be required, as a condition of your internship with the Company, to sign the Company's enclosed standard Consultant Non-Disclosure and Confidentiality Agreement.

<u>Non-compete.</u> During the term of your engagement with the Company and for a period of 6 months thereafter immediately following the termination of your engagement with the Company for any reason, whether with or without cause, you shall not either:

- directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their internship, or join any other internshipor undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
- assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring any employees of the Company



- take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity; or
- join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company.

Guidelines concerning inventions and improvements.

Any invention, improvement or designs created or developed by you pursuant to your engagement with the Company as a consultant, whether conceived or developed alone, jointly or with others, shall to the fullest extent permitted by law be deemed "work-for-hire" under a contract of service and shall become the Company's exclusive property as per Section 17(c) of the Indian Copyright Act, 1957. Further, the Company shall be deemed the sole owner throughout the world of any and all intellectual property rights and all other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, with the right to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment to you whatsoever. You hereby waive all your rights, including moral rights, on any copyright work originated, conceived, written or made by you (either alone or with others) in connection with the business of the Company, during your engagement with the Company and agree not to claim that any treatment, exploitation or use of the said works infringes such rights. For purposes of this section the expression "the Company" shall in addition to Zucitech Software Solutions Private Limited, mean and include any company subsidiary to or affiliate with Zucitech Software Solutions Private Limited.

<u>**Term of Engagement with Customer:**</u> You will be associated with the Customer that you are assigned to, until the Customer ends the Company's agreement.

In the event the Customer ends the Company's agreement, the Company will put in its best efforts to engage you with another customer, provided there is a skill and role fitment. However, the Company is not obligated to such attempts and will not be held responsible should a suitable opportunity not arise in time.

<u>Outside Activities</u>. While you render services to the Company, you agree that you will not engage in any other, consulting, or other business activity without the written consent of the Company.

<u>Human Resources Related Queries.</u> Any Human Resources ("HR") related queries will be addressed by the Company's HR team and the HR Handbook for policies and guidelines and these shall be updated from time to time with approval from the board of directors.

<u>Conflict of Interest.</u> You shall be required to report to the Company if any member of your family, or close relatives, is engaged in any trade or business which supplies goods and/or services to the Company, or are dealers of distributors for the Company or have any other type of business relationship with the Company. You would also be required to intimate the Company management if any family members or close relatives are engaged in similar or competitive line of business.



Zucitech Software Solutions Pvt. Ltd. 1318, 2nd Floor, 80 Feet Road, Near Bangalore Central J.P. Nagar, Bangalore - 560078 Email: info@zucitech.com Call: +91-8660693247 www.zucitech.com

No restrictions. By signing this letter agreement, you represent and warrant to the Company that you are under no contractual commitments inconsistent with your obligations to the Company.

Reasonableness. You acknowledge and agree that the provisions contained in this appointment letter are reasonable for the legitimate protection of the business and goodwill of the Company and no separate consideration is required to be paid therefor. However, if any provision hereof is held to be invalid, illegal or unenforceable in any respect under any law, the validity of the remaining provisions contained herein shall not in any way be affected thereby.

Amendment and Governing Law. This letter agreement may not be amended or modified except by an express written agreement signed by you and a duly authorized officer of the Company. The terms of this letter and the resolution of any disputes hereunder will be governed by Indian law and subject to the jurisdiction of courts in Bangalore, Karnataka, India.

[Signature Page Follows]



Zucitech Software Solutions Pvt. Ltd.

1318, 2nd Floor, 80 Feet Road, Near Bangalore Central J.P. Nagar, Bangalore - 560078 Email: info@zucitech.com Call: +91-8660693247 www.zucitech.com

If you wish to accept this offer, please sign and date both this letter and the enclosed Consultant Non-Disclosure and Confidentiality Agreement, scan them and send them back to us. This offer, if not accepted, will expire at the close of business on September 15, 2022.

We welcome you to ZuciTech and wish you a rewarding career.

Sincerely,

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD.

By:

(Signature)

Name: CHETHAN KUMAR U

Title: Director

ACCEPTED AND AGREED:

DRAVID B

(Signature)

Date

Anticipated Start Date: September 15, 2022



Private & Confidential

19-Jun-2022

D Sai Rohit

Bangalore (India)

ynchronoss

Synchronoss Technologies India Private Limited

6th & 7th Floor, Tower B, No. 12, Subramanya Arcade, Bannerghatta Road, Bangalore – 560 029. INDIA Ph : +91-80-2668 7271 www.synchronoss.com

Ref: Employment Offer with Synchronoss Technologies India Pvt Ltd

Dear D Sai Rohit,

On behalf of Synchronoss Technologies India Pvt Ltd, (the "Company"), I am pleased to offer you the position of **Software Trainee** at Synchronoss Technologies India Pvt Ltd. As we discussed you will start working for Synchronoss Technologies India Pvt Ltd, at your earliest mutually agreed start date and not later than **11-Jul-22**.

Compensation

<u>Salary</u>. Your annual salary will be as per the Annexure I, payable in accordance with Company's payroll policies and subject to deductions and withholdings, as required by applicable laws. Because of the nature of your position, you are not eligible for overtime.

Employee Benefits. Eligibility to participate in the Company's employee benefits program, including health and other insurance, as applicable to the Indian entity.

Other benefits that you will be eligible for are described in the Company's Employee Hand Book or as otherwise made available by the Company from time to time.

<u>Orientation</u>: Our On-boarding partner will be in contact with you prior to your joining date to assist you with your on-boarding experience.

<u>Probation</u>: Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company.

Contd.....

An ISO 9001:2015 and ISO/IEC 27001:2013 Certified Company

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Synchronoss Technologies India Private Limited 5th & 7th Floor, Tower B, No. 12, Subramanya Arcade, Bannerghatta Road, Bangalore – 560 029, INDIA Ph : +91-80-2668 7271 www.synchronoss.com



This offer of employment is contingent upon:

- Our receipt of favourable background verification checks from your present and previous employers.
- Our receipt of all the documents as per Annexure II.

If the foregoing terms are acceptable to you, please sign, and return copy of this letter to the Undersigned.

Sincerely,

Subhash Bana SVP & GM, India

I,D Sai Rohit, confirm that I have read, understood and accept the terms and conditions of employment with Synchronoss.

D Sai Rohit	:		8 <u></u>	
Offer Accepted Date		:		
Start Date	č.	:	1 1 1 1 1 <u>1</u>	

An ISO 9001:2015 and ISO/IEC 27001:2013 Certified Company

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ANNEXURE I

D Sai Rohit

	Estimated Salary	Break up	
Date :	19-Jun-2022		
Name:	D Saí Rohit		
Designation:	Software Trainee		
Level ID:	P1		
	Base Salary	₹ 420,000	
	Particulars	Annual (INR)	Monthly (INR)
А	Basic	210,000	17,500
В	HRA	84,000	7,000
С	Flexible Benefit Plan (Food, LTA, Special Allowance)	100,800	8,400
D	Employer's Contribution to Provident Fund	25,200	2,100
	Total Base Salary (A+B+C+D)	420,000	35,000
E	Annual Target Bonus (Variable)*	34,986	Indicative Amount paid in the month of Apri (The payout month may vary)
-		10.005	Payment of Gratuit would be as per the criteria set out in the
F	Gratuity	10,096	Payment of Gratuity Act
G	Medical Insurance for self and family	31,000	Insurance benefits a
Н	Accident Death and Life Insurance Estimated Gross Per Annum	4,000 ₹ 500,082	per company policies

*Target Bonus:

\$

You will be eligible for an annual bonus of 8.33% of your base salary on terms that may vary. You will be eligible to participate in the bonus program on a pro-rated basis, calculated from your start date. The terms of the Bonus Plan are subject to annual re-evaluation and modification by the Company. The bonus is paid after the end of the Company's fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.

NOTE: Synchronoss reserves the right, at its sole discretion, to interpret and to terminate, modify and/or amend well as revise any of the components of compensation



synchronoss

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ANNEXURE II

	Documents to be uploaded on <i>Workday</i> on joining day.
	Certificates and mark Sheets - High school to Highest Degree.
	Proof of date of birth - Birth certificate or your high school certificate which mentions your date of birth.
	□Your recent Color photograph.
	□Last Employer's Offer Letter and Relieving Letter
	□Last 3 months Salary Slip and Salary Certificate
	□ Previous Companies Relieving Letters (All the companies' worked with)
	□Photocopy of your PAN Card, Aadhar Card & Passport (1 copy each)
	Photocopy of UAN card
5. 6	□Certificate if you belong to any SC/ ST/ Physically Handicapped/ Minority Community
	Permanent Address Proof

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March 11,2022 Eesha B S KSSEM

Dear Eesha,

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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Services IT Development Program Senior Associate II** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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.
- c) Probation period of six (6) months from the date of joining.

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 INR. **500000** 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 intent of offer. 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.



	Annexure A
each. Th	 me of joining, you are requested to bring the following documents in Original along with two copies of ne original certificates are required for verification only and will be returned the same day. 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) 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> .
willfully without Yours s	eclaration given or furnished by you to the company proves to be false or if you are found to have suppressed any material information, in such a case, you will be liable to be removed from the service any notice. Sincerely, T DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED

We request you to please read and sign the enclosed copy of this letter and return it by **March 12,2022** to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

	DocuSigned by:
Signature:	Eesha B S

Date: 11-March-2022

at

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



DECLARATION

V Srinivas Murthy I, **Eesha B S** S/o, D/O, W/O_____, having permanent address

#46,2nd main,natraja layout,JP Nagar,7th Phase,banglore-560078 _____ 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.

SIGNATURE: NAME: Eesha B S DATE: 11-March-2022 PLACE: BANGLORE

DocuSigned by:

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FW: HCL ||Pool Campus || Final Confirmation|| 2022 Inbox



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Garima Chawla 02/12/2021 to placement@vtu.ac.in, Ashi... ~

Classification: Public

<< Candidates marked in BCC>>

Dear Sir/Ma'am,

Thank you for your wonderful support in arranging the virtual campus drive.

The below students have been selected for the opportunity with HCL, please communicate to the respective students on his/her selection with HCL.

-	The state of the second second				Seatures Seatures
1	- Ramja BV,	mmulti12000.jumili.com	Government Engineering College, Hansan		ECE
2	Bhakti	thaitidendilar@gmail.com	Juin College of Engineering and Research		cse
3	Sidderth M Muchedi	methods storth@emol.com	Jawahartal Helms New College of Engineering, Shimoga		ECE
4	Adarah K	eadent/A17.dgmst.tom	JNNCE		CSE
5	Nehara SM	reproved States could .	Jas Academy of Technical Education		CSE
6	Vaishnari Nandyal	nativomato/aligneticam	Jas associety of technical education		ECE
7	Rastoni C R	testes medicipation	JSS ACADENY OF TECHNICAL EDUCATION, Bangiore		ECE
	SHREYAST	strevest0107@gmail.com	JSS Academy Of Technical Education Bangalore		CSE
•	Lathaphree KV	Internet@grad.com	JSS academy of Technical Education Bangalore		ECE
10	FRAINABR	traina a straigmail com	JSSATES		CSE
11	Chinesayee V Bhat	stremperstal@gmelcom	JSSATE		ECE
12	Fariya N	tarya2700_gmlait.com	KS institute of Technology		CSE
13	Pooja s	shwaj pogati (Portal com	KS Institute Of Technology		ECE States
10	Ehestiyern Kenthilumar	this sty and earth &	KS School Of Engineering And Management		CSE
15	Gayana H.C	symal (2006 graiters	KS School of Engineering and Management	No.	8
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HCL || CTC offer upgrade - 4.25 LPA || Important Announcement

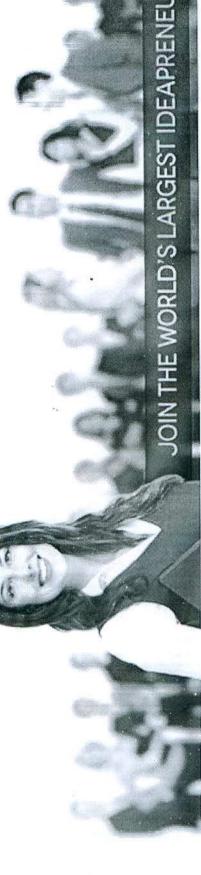


to E-School -

0(

Classification: Public

ideapreneurship"



Dear Future HCLites,

Congratulations for your selection!

At HCL, we believe in maximizing human potential, and our employees remain one of our biggest assets. 'Employee First' philosoph embedded within our culture, where employees remain happy, satisfied and committed.

We are glad to confirm below two modifications to your offer.

CTC is upgraded to INR 4.25 LPA (from INR 3.65 LPA)



Letter of Intent

January 14, 2022 Goutham RP KS School of Engineering and Management, Bangalore

Dear Goutham RP,

We are pleased to inform you that you have been provisionally short-listed for employment as "Software Engineer Trainee".

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 4 Lac per annum.

You are required to sign a service agreement for a period of 2 years before the start of training programme.

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Before joining Hexaware and commencement of your training program, you will undergo the Early Intervention Program (EIP) to be conducted by Hexavarsity, our Corporate University.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to <u>campusconnect@hexaware.com</u> confirming your interest in joining Hexaware.

Yours faithfully,

For HEXAWARE TECHNOLOGIES LIMITED

Nonica Mathia

Monica Mathur Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape, Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500 (CIN) : L72900MH1992PLC069662 URL: www.hexaware.com



CogniSure Solutions Private Limited

Unit 1, 5th Floor, Discoverer Building, ITPL, Whitefield, Bengaluru,

Karnataka 560066

EMPLOYMENT AGREEMENT

Date: May 4th,2022

Hamsaveena S

#33,1 b main Kalyan nagar nagarbhavi,bangalore 560072

Email: hamsaveena2309@gmail.com

Dear Hamsaveena S

We are pleased to offer you the position of "Intern" with "CogniSure Solutions private limited" company incorporated under the Companies Act, 2013 (the "Company") having its registered office at: Bangalore, Karnataka, on the terms described below.

This offer of employment is for a full-time position based in the Company's office in Bangalore, Karnataka.

Please note that the terms of employment detailed in this document and attachments hereto (collectively referred to as the "**Agreement**") are strictly confidential. These contents should not be disclosed to third parties without the prior written approval of the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page **1** of **23**



1. Compensation

The annual fixed component of your Cost To Company ("**CTC**") will be "Rupees Three Lakh Sixty thousand " Only (Rs. 3,60,000/-).

The salary break-up is attached herewith as <u>Attachment A</u>. Your compensation will be reviewed on a half yearly basis and increments will be determined based on performance and provided at the sole discretion of the Company.

2. Duties

A schedule of your broad duties and responsibilities will be given to you in due course, which may be subject to revision from time to time. The Company shall assign to you such other duties and responsibilities as may be considered advisable in the Company's interests and at the sole discretion of the Company.

3. Terms and Conditions of Employment

Your employment with the Company shall be governed by the specific terms and conditions provided on the attached herewith as <u>Attachment B</u> and the scope of work provided on the attached <u>Attachment C</u>.

4. Employment Invention Assignment Agreement

Like all Company employees, you are required, as a condition of your employment with the Company, to sign the Company's Employment Invention Assignment Agreement (the "Assignment Agreement") in substantially the form attached hereto as <u>Attachment D</u>.

5. Entire Agreement

This Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This Agreement may not be modified or amended except by a written agreement between you and the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page 2 of 23



6. Severability

Each provision of this Agreement including the attachments attached to it shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this agreement. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the agreement and the party benefiting from the said unenforceable provision does not waive its rights to benefit therefrom.

7. Waiver

The failure of either the employer or the employee to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive the employer or the employee of the right thereof to insist upon strict adherence to that term or any other term of this Agreement.

If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Employment Invention Assignment Agreement and return them to me. This offer, if not accepted, will be expire at the close of business on **May 6th,2022**

We look forward to having you join us no later than May 11th,2022

Very truly yours,

COGNISURE SOLUTIONS PRIVATE LIMITED.

Jadham By:

(Signature)

Name: N Yadhavi

Title: HR Manager

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page **3** of **23**



ACCEPTED AND AGREED:

NAME: Hamsaveena S

(Signature)

Date: _____

Permanent Account Number (PAN): AZRPH4201L Anticipated Start Date: May 11th,2022

Attachment D: Employment Invention Assignment Agreement

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page 4 of 23



ATTACHMENT A

ine insurance with cognitive AI SALARY BREAK UP			
Payment Component	Monthly (INR)	Yearly (INR)	
A) Basic Salary	15,000.00	1,80,000.00	
B) House Rent Allowance	7,500.00	90,000.00	
F) Leave Travel Allowance	3,750.00	45,000.00	
G) Provident Fund	1,800.00	21,600.00	
H) Special Allowance	1,950.00	23,400.00	
J) Total CTC	30,000.00	3,60,000.00	

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page **5** of **23**



ATTACHMENT B

TERMS AND CONDITIONS OF EMPLOYMENT

1. Term of Employment

Subject to Sections 6 and 7 below, the term of your employment with the Company is intended to be till you attain the age of retirement. You will retire from the services of the Company on attaining the age of 60 years. Your employment shall stand automatically terminated on the date of your retirement.

2. Probation Period

You will be required to serve a probation period of 6 months, after the completion of which, your performance will be formally reviewed. The Company will provide you with a written confirmation of the commencement and termination date of your probation period. Your probation period shall not commence unless you have received a written confirmation from the Company. The Company may in its sole discretion, extend the probation period. Such extension can be granted twice, for a period of three (3) months each. In the event that you fail to perform to the Company's satisfaction during the probation period and the extension thereof, if applicable, your employment shall be terminated for unsatisfactory performance.

3. Reporting Person

During the period of employment, you shall report to **Sreenivasa Sasidhar Seelam** Operations Director of the Company or as informed to you from time to time.

4. Work Hours

Your normal hours of employment shall be from 09:00 AM to 6:00 PM, Monday to Friday of every week with a 1-hour lunch break.

The Employee may be required to work such hours outside of the normal work hours if the Company considers it necessary to meet the needs of business. The Employee shall not be paid additionally for such extended hours of work.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

Page 6 of 23



Reimagine insurance with cognitive A

5. Outside Activities

This position is for a full-time employment with the Company and you shall exclusively devote yourself to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without prior written permission of the Company.

6. Termination

(a) During the term of your employment, should you desire to leave the services of the Company, you are required to provide the Company a 2 calendar months notice or salary in lieu thereof.

(b) The Company shall be entitled to terminate your employment with or without cause at any time by giving you 60 calendar days' notice or salary in lieu thereof.

(c) If you are absent from work for a period of five (5) consecutive working days, without providing any notice or affording any reasons, or without taking Company's prior approval in this regard, the Company will be entitled to forthwith terminate your employment with the Company. In the event that the Company terminates you, you will be provided a written notice of termination. Further, in the event of such termination, you shall be liable to pay the Company an amount equivalent to your notice period as per your termination clause mentioned herewith in this letter. Notwithstanding the above, the Company shall not be restricted from claiming legal remedies available to it under the ordinary legal recourse. Company shall be entitled to recover any additional damages from you in a manner that the Company may determine suitable in this regard.

(d) Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, breach of integrity, embezzlement, misappropriation or misuse by you of the Company's property, insubordination or failure to comply with the directions given to you by persons so authorized, your insolvency or conviction for any offence involving moral turpitude, breach by you of any terms of this Agreement or the Company's policies or other documents or directions of the Company, or upon your conducting yourself in a manner which is regarded by

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Reimagine insurance with cognitive AI

the Company as prejudicial to its interests or to the interests of its clients and/or customers, or any similar reason.

(e) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations, and projects.

(f) On acceptance of the resignation notice, you will be required to immediately give up to the Company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and you shall not make or retain any copies of these items. In the event that the Company directs you to destroy any such information, documents or materials, you shall forthwith do so and provide a written certification to that effect to the Company.

(g) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or electronic mail, or 48 hours after being deposited in the Indian mail or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth below, as subsequently modified by written notice.:

TO COMPANY:

CogniSure Solutions Private Limited,

No.7/2, Old, 78 New, Maruthi Emerald, Graphite India Main Rd ITPL Main Road, Bengaluru, Karnataka 560066

Email: YadhaviN@cognisure.ai Attn: N Yadhavi

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



TO EMPLOYEE:

Hamsaveena S

#33,1 b main Kalyan nagar nagarbhavi,bangalore 560072

Email ID: hamsaveena2309@gmail.com Attn: Hamsaveena S

7. Holidays/Leave

General holidays will be declared at the beginning of the calendar year and are a benefit for all full-time employees. You may be called upon to attend duties as and when required during holidays, as may be scheduled in accordance with the needs of the Company. Additionally, you will be entitled to receive earned/privilege leave which shall be calculated at the rate of one earned leave for every Eighteen (18) days of work performed. The total number of earned/privilege that can be accumulated and carried over to the succeeding year shall not be more than [10 days].

You will be entitled for leave at such time and of such duration as the Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time. It shall be your sole responsibility to keep yourself updated of any changes in company policy as amended from time to time. For casual leave, you will be expected to give prior notice to the reporting authority; however, in case of an emergency or exigent situation, you shall be required to take such approval within one (1) day of resuming your services. Casual leave without requisite approval from the Company shall be considered leave without pay. In the event any additional leave is required, the additional leave shall be without pay. You shall be required to submit a medical and fitness certificate from a registered medical practitioner in case of three or more consecutive days of medical leave.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



8. Benefits

You shall be entitled for all statutory benefits as mandated by the existing provisions under the applicable laws or which may be enforced in the future including, but not limited to, provident fund, gratuity, insurance, as may be applicable to you as per Company's policies and procedures, as amended from time to time.

The Company may in its discretion, from time to time, revise the benefits it provides to its employees. As and when such benefits are introduced or modified, you shall be entitled to avail such benefits.

9. Disclosure of Information

During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you or have provided the Company with misleading or inaccurate information, the Company reserves the right at its sole discretion, to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.

Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered according to the Company's notice provision policy.

10. Use of Company Property

You must comply with the Company's policy on use of email, internet and computers. Unauthorized use or tampering with computers will be regarded as serious misconduct and may lead to your summary dismissal. In particular, you agree to only use passwords which have been authorized and must not in any circumstances load a program or data into one of the Company's computers unless the program and data, originates from the Company, has been provided for

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

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your use and has been tested for viruses in advance. The Company shall provide telephones (including mobile and voicemail), email and internet access for business purposes only. For the purpose of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to you may be monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use. In the event, the Company provides you with laptops/mobile phones/data cards or other mobile devices, you will provide the Company with a written undertaking acknowledging receipt of the same and agreeing to adhere to the policies governing usage of such devices.

11. Previous Employment

You hereby represent that your performance of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement 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, unless expressly permitted by such previous employer. You hereby represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and agree that you will not enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). You further agree to conform to the rules and regulations of the Company.

12. Confidentiality

You acknowledge that in the course of your employment with the Company, you will obtain knowledge of the Company's business plans, processes, software, know-how, trade secrets, methods, inventions, improvements, disclosures, names and positions of employees and/or other proprietary and/or confidential information (collectively the "Confidential Information").

At all times, both during or after the period of your employment under this Agreement, you shall not (except with written authorization from the Company and except to the extent so authorized in the proper course of your duties) divulge to any person or otherwise make use of your employment under this Agreement to divulge to any person or otherwise make use of any

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

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Reimagine insurance with cognitive AI

trade secret or secret manufacturing process or any confidential information concerning the business or finances of the Company or any of the Company's dealings, transactions or affairs or any of the Company's suppliers, agents, distributors or customers, until such information becomes generally and rightfully known outside the Company.

All notes, copies, memoranda and other tangible forms of any trade secrets or confidential information concerning the business of the Company or any of the Company's suppliers agents, distributors, clients or customers, including but not limited to financial information, documents, employee lists, customer lists, phone books, which shall be acquired, received or made by the Company during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorised in that behalf at the termination of your employment or at the request of the Company at any time during the course of his employment.

Any breach of confidentiality will lead to immediate termination without the requirement of any notice to be provided to you.

13. No Rights Granted

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Company, nor shall this Agreement grant you any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

14. Adherence to Company Policy

You agree to conform to and comply with the Company's policies and such directions and orders as may from time to time be given by the Company.

15. Travel

You will be posted in Bangalore, Karnataka. However, you may be required by the Company to make visits and travel both within India and overseas, as necessary and for such period of time that the Company determines is sufficient to enable you properly perform your duties in the best interests of the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

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16. Non-Compete and Non-Solicitation

During the Non-Compete Period (as defined below), you hereby covenant and agree not to engage in or receive any financial benefit from (directly or indirectly) any business of the Significant Competitor, which competes with the whole or any part of any business being carried on or proposed to be carried on by the Company, whether as an individual, employer, proprietor, partner, shareholder, investor, director, committee member, officer, employee, consultant, agent, collaborator, advisor, principal contractor or sub-contractor, trustee, or otherwise.

Significant Competitor shall mean any artificial or natural person, who on the date of execution of this Agreement or any time thereafter, directly or indirectly, receives at least 50% of its total revenue from the Business or any activity similar to the Business and shall include such person's relatives.

"Non-Compete Period" shall mean the period commencing with the date of this Agreement and ending one (1) year from the date of your termination of employment with the Company. In the event that your employment with the Company is terminated without cause, the Non-Compete Period will end contemporaneously with the final payment of severance to you under this letter agreement.

You agree that during the Non-Compete Period, you shall not in any manner either directly or indirectly solicit or entice the other employees, vendors or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

You hereby agree that the covenants and restrictions in this Section 16 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 16 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 16 invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 16 and is consistent with such law or judicial jurisdiction.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



17. Employment Invention Assignment Agreement

You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employment Invention Assignment Agreement and any and all intellectual property rights in any such work shall belong exclusively to the Company.

18. Customer Data and IT Security

Only specific employees are given access to our Software that holds customer's data. Authorization for this will be tracked and monitored.

You are expected to follow IT security policies (as per the applicable law) to ensure that the systems you use to access such data is secured.

19. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore, Karnataka. The arbitration shall be conducted by a sole arbitrator appointed by the Company, and the award of the arbitrator shall be final and binding upon you.

This is to certify that I have read this Agreement and I fully understand all the terms and conditions of this Agreement. I hereby accept and agree to abide by the Agreement.

(Signature)

Hamsaveena S

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

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ATTACHMENT C

SCOPE OF WORK

The Vice President of Operations will plan, direct, coordinate, and oversee operations activities in the organization, ensuring development and implementation of efficient operations and cost-effective systems to meet current and future needs of the organization. He will report to Sreenivas Sasidhar Seelam

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



ATTACHMENT D

EMPLOYMENT INVENTION ASSIGNMENT AGREEMENT

In consideration of, and as a condition of my employment with CogniSure Solutions Private Limited a company duly incorporated under the Companies Act, 2013 (the **"Company"**) I, Hamsaveena S

1. **Purpose of Agreement**. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.

2. <u>Proprietary Information</u>. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("Proprietary Information"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, financial information, business plans and projections and any other information and materials concerning the Company's business, operations or plans.

3. **Disclosure of Inventions and Intellectual Property.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") and Intellectual Property that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. Intellectual Property includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how,

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trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

4. Work for Hire; Assignment of Inventions and Intellectual Property.

(a) **Owned by Company.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act in India and under international copyright laws and that the Company will be considered the sole owner of such copyrightable works, and I shall not have any right, title or interest in the same. I agree that all Inventions and Intellectual property and other rights related thereto (including intellectual property rights) that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company immediately upon their formation in perpetuity.

I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

(b) **Owned by Employee.** I have attached as **ATTACHMENT 1** to this Employment Invention Assignment Agreement (the "<u>Assignment Agreement</u>"), a complete list of all Inventions and Intellectual Property to which I claim ownership which have been developed by me (whether individually or in collaboration with other parties) prior to commencement of my employment with the Company, and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Place:

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I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether registrable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

The Intellectual Property associated with any Inventions shall not be deemed to have lapsed if the Company does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the Indian Copyright Act, 1957 and any other similar law of any jurisdiction. If any Intellectual Property rights, including moral rights, in the Inventions and / or Intellectual Property, cannot (as a matter of law) be assigned by me to Company as provided herein, then (a) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company with respect to such rights, and (b) to the extent that I cannot, as a matter of law, make such waiver, I unconditionally grant to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicenses, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Inventions and Intellectual Property in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Inventions and Intellectual Property, and (iii) to exercise any and all other present or future rights in the Inventions and Intellectual Property.

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Applicant's Signature:

Accepted date:



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6. <u>Assistance.</u> I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance, provided however that for any such reimbursement, adequate documentary evidence of such expenses are to be provided. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I 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. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

8. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

9. **Publication of Material Concerning Company Business.** Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within 20 days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



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10. **Name & Likeness Rights Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

11. <u>Maintenance of Records</u>. I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for 6 months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. <u>Third Party Rights</u>. I hereby represent and warrant that I will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for any violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

13. <u>Injunctive Relief</u>. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



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14. <u>**Governing Law; Severability.</u>** I understand and agree that this Assignment Agreement will be governed by, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.</u>

15. Dispute Resolution. Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. Parties will split the cost of the arbitration, filing and hearing fees, and the cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

16. <u>Terms of Employment</u>. I understand that this Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of TIME BEYOND THE TIME AS PROVIDED FOR IN MY EXECUTIVE EMPLOYMENT LETTER/AGREEMENT. I understand that my employment can be terminated at any time, for any reason or for no reason, by the Company and by me by providing a written notice of 90 days to the Company. Unless the Company and I have entered into another written document that expressly supersedes this Section 16, this is the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Hamsaveena S

(Signature)

Date:

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:



ATTACHMENT 1

The following is a list of Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment with the Company that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment with the Company. I hereby assign an irrevocable and exclusive right to the Company for the following Invention and Intellectual Property under this Employment Invention Assignment and Confidentiality AGREEMENT:

No. of inventions or intellectual property or improvements -

See Below: NA

Hamsaveena S

(Signature)

Date:

Place:

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Accepted date:

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

2019106 / ELTP-CAMPUS / 2022

27-Jan-2022

Subject: Letter of Intent

Dear Jayanth,

This refers to the campus interview that you had attended.

We are pleased to inform that you have been shortlisted for a position of **Associate Software Engineer** at **Band U and Sub Band U1** in our Organization provided:

- ð You being medically fit, having completed your qualifying academic course with a minimum grade of First Class or equivalent grade as specified at the time of your selection, meeting the set eligibility criteria, including minimum of First Class/60% or equivalent grade in all other courses completed by you prior to your qualifying academic course
- ð You complete the set of learning courses and earn course completion certificate for each course mentioned in **Annexure A** and

On successful completion of the above, the Company may, at its sole discretion, offer you an employment opportunity with the following conditions:

- ð You will be under probation for a period of 6 (Six) months from the date of joining.
- ð During probation period, you will be eligible for Annual Salary package of INR 260,000 (Indian Rupees Two Hundred and Sixty Thousand Only). Please refer to Annexure B for breakup of your intended Annual Salary package.
- ð Post probation, you will be eligible for an Annual Salary package of INR 325,000 (Indian Rupees Three Hundred and Twenty-five Thousand Only). Please refer to Annexure - C for breakup of your intended Annual Salary package.
- ð In addition, you will also be entitled for a one-time settlement Allowance not exceeding **INR 15,000**, (**Indian Rupees Fifteen Thousand Only)** if eligible, as per Tech Mahindra policy.
- ð At the time of joining, you are required to sign a service bond with Tech Mahindra. As per this bond, you will be required to serve Tech Mahindra for a period of at least 2 years from the date of your joining, failing which, you will need to pay a sum of Indian Rupees 100,000/- (Indian Rupees One Hundred Thousand Only) as liquidated damages to Tech Mahindra.
- ð You are required to mandatorily possess a valid Passport and Income Tax PAN Card at the time of joining the Company.



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We request you to confirm to us your acceptance of the terms and conditions specified herein by signing and returning a copy of this Letter to Campus Joining Team on <u>Campusjoining@techmahindra.com</u>

This Letter of Intent shall cease to be valid on 27-Jul-2022 or issue of Offer of Appointment, whichever is earlier.

We look forward to you having a rewarding career with us.

Yours sincerely, For Tech Mahindra Limited,

R.Krishna

Krishna Ramaswamy

Head - Resource Management Group

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

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Annexure A

Learning and Certification

Selects to learn the below Udemy courses in self-learning mode and earn the course completion certificate for each course

To start learning courses use **<u>tmlfh.udemy.com</u>** link.

Detailed learning instructions will be communicated separately.

Category	Udemy Course Name	Course Duration (in Hrs)
Programming		
Foundations	Programming 101	4
Data Structures & Algorithms	Data Structures A-Z : Data Structures + Algorithms Bootcamp	7.5
Web Programming	Complete Web Design Course: HTML, CSS, Javascript and jQuery	20.5
Linux Fundamentals	Learn Linux in 5 Days and Level Up Your Career	6.5
Shell Scripting	Bash Shell Scripting: Crash Course For Beginners	5.5
SQL	SQL for Beginners: Learn SQL using MySQL and Database Design	8
Python basics	The Python Bible Everything You Need to Program in Python	9
Cloud Computing	A Practical Introduction to Cloud Computing	2.5
Agile & Scrum	Agile Fundamentals: Including Scrum and Kanban - 2021	4.5
Software Testing	Certified Tester ISTQB Foundation Level (CTFL) - Updated 2021	6.5
Communication	The Art of Communications ? Become a Master Communicator	3.25
Email Writing	Write Better Emails: Tactics for Smarter Team Communication	1.36
Business Etiquettes	Business Etiquette 101: Social Skills for Success	4.7

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<u>Annexure B</u>

Total Cost to Company (TCC) (Per Annum)	260000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	89393
HRA (@70% of Basic Pay)	62575
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	10727
Flexible Components of TFP ^	12787
Total Fixed Pay (Per Annum)	223482
Total Variable Pay (TVP) (Per Annum) (*)	24831
Total(A)	248313
Additional Benefits(B)	11687
Gratuity	4300
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	260000
below, subject to the individual maximum limits as mentioned against taxable amount under Additional Personal Pay	
LTA	12,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal meregular salary.	onthly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be pay for the Financial Year	yable as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	le for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
ii)Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be elig Insurance Cover, providing Life Insurance Coverage to the associa lakhs to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be e scheme of the company with a cover of Rs. 3 lakhs (floating cove parents. Cost of coverage of parents (if opted for) will be borne by yo applicable cover (for self only OR self +spouse+up to 2 children) will	r) applicable to Self , Spouse, 2 children & 2 ou. If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You we scheme with a cover of upto Rs. 5 lakhs payable in case of perman	

event of an accident.

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

Annexure C

Total Cost to Company (TCC) (Per Annum)	325000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	112394
HRA (@70% of Basic Pay)	78676
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	13487
Flexible Components of TFP ^	28428
Total Fixed Pay (Per Annum)	280985
Total Variable Pay (TVP) (Per Annum) (*)	31221
Total(A)	312206
Additional Benefits(B)	12794
Gratuity	5407
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	325000
taxable amount under Additional Personal Pay. LTA	12,000
	12.000
Meal Card (Max INR. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal mon regular salary.	thly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be payal for the Financial Year	ble as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
 ii) Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be eligib Insurance Cover, providing Life Insurance Coverage to the associates lakhs to the beneficiary on the unfortunate death of the associate 	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled scheme of the company with a cover of INR 3 lakhs (floating cover) ap parents. Cost of coverage of parents (if opted for) will be borne by you. applicable cover (for self only OR self +spouse+up to 2 children) will be	plicable to Self , Spouse, 2 children & 2 If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You would scheme with a cover of upto INR 5 lakhs payable in case of permanen	

event of an accident.

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



February 12,2022

Kalyan Venkatesh B S K S School Of Engineering And Management

Dear Kalyan,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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, 2nd 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.
 Certificates & mark sheets supporting your educational qualifications: 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)
2. 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 Campus.Connect@nttdata.com.
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
Urmimala Sarkar URMIMALA SARKAR
URMIMALA BARKAAR
DIRECTOR – TALENT ACQUISITION
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to
indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in
this letter.
Desurgianed hur
Signature: Date: February 12,2022
Signature: Date: February 12,2022
Kalyan Venkatesh B S

Confidential

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



do hereby acknowledge, represent

DECLARATION

I, Kalyan Venkatesh B S S/o, D/O, W/O______, having permanent address

24,4th Cross, Vinayakanagar, BSK 1st, Bangalore-560050

at

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.

SIGNATURE: By Kolupar Munhatur NAME: Kalyan Venkatesh B S DATE: February 12,2022

PLACE: Bangalore

Confidential

(expleo)

KGISCSOUS

Ref: EXP/GET/22-23/OFF/532 16-January-2022

Offer Letter

Karthik Nelagadranhalli

Dear Karthik,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

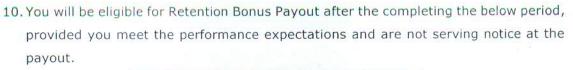
You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.
- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.

(expleo)

- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.



Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for Expleo Solutions Ltd

(expleo)

Manjunathan C Director - People Services

Salary Annexure

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN: L64202TN1998PLC066604 • GST No: 33AABCT0976G12G

(expleo)

Components	Monthly	Annual
Earn	ings (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
Flexible Basket	of Allowances (B)	
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
Annual Co	omponent (C)	- Territoria.
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity		7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company	29,663	363,164
Employee Medic	al Benefit Coverage	
Group Medical Coverage (GMC)	~	200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Date:

Expleo Solutions LV 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (Old) Kandanchavadi, Chennai 600096 • India ,• T. +91 44 4392 3200

CIN: L64202TN1998PLC066604 . GST No: 33AABCT0976G12

(expleo)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19**th day of January 2022 BY AND BETWEEN, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and Mr. Karthik S/o Gowda, aged 21 yrs, and residing at Nelagadranhalli, hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salal (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200

CIN: L64202TN1998PLC066604 . GST No: 33AABCT0976G1ZG

- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration shall be at Chennai and the language of arbitration shall be English. The arbitration cost shall be borne by the Company.

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 + India + T ++91 44 4392 3200 CIN: L64202TN1998PLC066604 + GST No. 33AABCT0976G12G

- 8. Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- 10. On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

Manjunathan C Director - People Services

Signature

Graduate Engineer Trainee

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Date:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200

CIN: L64202TN1998PLC066604 . GST No: 33AABCT0976G1ZG

Kotapati Sushma Choudany IKG18CS046.

(expleo)

Ref: EXP/GET/22-23/OFF/459 16-January-2022

Offer Letter

Sushma Chowdary 3/819-2, Krishnapuram 10Th Road, Tadipatri, Anantapur District Andhra Pradesh

Dear Sushma Chowdary,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

Expleo Solutions Ltd 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN L642027N1998PLC066604 • GST No. 33AABC10976G12G

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for Expleo Solutions Ltd

Manjunathan C Director - People Services

> Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN L64202TN1998PLC066604 • GST No. 33AABCT0976G12G

Salary Annexure

Components	Monthly	Annual
Earr	nings (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
- Flexible Baske	et of Allowances (B)	and the state
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
Annual C	component (C)_	
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity		7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company ·	29,663	363,164
·		
Employee Medi	cal Benefit Coverage	
Group Medical Coverage (GMC)		200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

> *Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Date:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Sajai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN L64202TN1998PLC066604 • GST No. 33AABCT0976G12G

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19th** day of January 2022 BY AND BETWEEN, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and Ms. Sushma Chowdary D/o Kotapati Subba Naidu, aged 20 yrs, and residing at 3/819-2, Krishnapuram 10Th Road, Tadipatri, Anantapur District,Andhra Pradesh, hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration shall be at Chennai and the language of arbitration shall be English. The arbitration cost shall be borne by the Company.

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennaï 600096 • India • T. +91 44 4392 3200 CIN. L64202TN1998PLC066604 • GST No. 33AABCT0976G12G

- Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

Graduate Engineer Trainee

Manjunathan C Director - People Services Signature

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______.

Signature:

Date:

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02/02/2022

Kruthika B #47 old, #52 new, 2nd main ,2nd cross, new hanumagirinagar, chickkallasandra, Bangalore, Karnataka - 560061

Dear Kruthika,

Welcome to Valenta AI Pvt. Ltd.! We are pleased to offer you a career opportunity with Valenta.

Based on your interview, you have been selected as a **Trainee - Automation** in the **RPA & AI Automation** team at **Bangalore.**

At Valenta, we believe we have a historic opportunity of building a world class company. We also believe we are unique in several ways – our equal strengths in AI; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards employment, initiative, flawless executive and leadership. In return, we promise to provide you a platform to grow and fulfil your personal and professional goals. We look for self- driven professionals like you who would partner the future growth of our organization. We are confident that with your skills, competencies and capabilities, you would be a valuable addition to our team.

The standard duration of our training program is 3 months. During your training, you will be paid a stipend of **INR ₹ 12,500.00** per month.

Upon successful completion of your training, you will be hired at level 1 as per our Organizational structure and under probation for 6 months. Your annual CTC will be INR ₹ 420,000.00 from the commencement of your probation period. As per statutory requirements and Valenta policies, the deductions in your salary will be Professional Tax, ESI if applicable, Provident Fund and Gratuity. You will receive a one time bonus of INR.₹ 67,500.00 post completion of one year from the date of joining the organization.

By signing this offer you confirm that you have no other contractual commitments or other legal obligations that would prohibit you from performing your duties to the company. Please endorse your acceptance by duly signing this letter electronically within 7 days from the date of offer.

We look forward to you joining us at our Bangalore office on 03/10/2022.

Yours sincerely,

Nishal Durba

Nishal Purba Human Resources



Upon your acceptance of this job offer, the below processes follow:

- At the time of joining Valenta, the following original copies of documents and information must be made available to us for verification on your first day in order to complete your on-boarding process:

Sl.no	Documents
1	To Process your Salary – PAN Card copy is mandatory. If you do not have a PAN Card- apply for it online using the said URL <u>https://tin.tin.nsdl.com/pan/index.html</u> .
2	Age Proof Certificate – Birth Certificate/ (School Certificates if ICSE / SSLC / CBSE)
3	Academic Certificates (Including additional certifications/courses) supporting your education qualifications along with mark sheets*
4	Your latest salary slips or salary certificate*
5	Experience Proof – Relieving letter from previous employers (if previously employed)*. The relieving letter or resignation acceptance need to be submitted in original
6	Copy of Photo ID Proof (Passport, Driver's License, Voter ID, PAN Card)
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable Income with break up) till the last date of your employment with them along with PAN number if available.
8	1 Passport Size Photographs
10	Copy of your updated resume
11	Joining Kit Duly filled in by you

- Original copies of the required documents need to be submitted. These original certificates will



be returned to you after due verification.

- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is recommended that all Valenta employees possess a valid passport. Otherwise, please apply for one. You are expected to have a valid passport within 60 days from the time you join Valenta.
- Apart from this, we would like to have the following information ready with you to be used during your joining formalities:
- o DOB and Name of Father, Mother, Spouse, Child / Children
- o Educational details with the passing year
- o Your past experience details with the exact years and role played
- o Blood Group
- o Your Savings Bank Account number
- o Your PAN Number
- o Passport Number, Place of Issue, Date of Issue, Validity: From and to Date.



ANNEXURE - 1

TERMS OF EMPLOYMENT

Your employment at Valenta will be governed by the Valenta's policies as modified from time to time. Copy of the present policy will be made available to you upon joining.

In particular, and without prejudice, to the following statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1. Hours of Work

- 1.1 A working day shall comprise of **nine working hours in a day.**
- 1.2 You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.
- 1.3 You may be required to do overtime from time to time as determined by the management.

2. Place of Employment

- 2.1 During your employment with Valenta, you will be liable to be transferred or deputed to any of the offices, departments within Valenta or its Associate Subsidiaries or Group of Companies, whether in India or Overseas.
- 2.2 In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Valenta policies prevalent at that time.

3. Probation

1.1 You will be on probation for a period of **6 months** with effect from joining date. In the event of you not being able to attain the standards required for confirmation of your services, this period or probation may be extended by the Management. The probation cannot be extended for more than 1 year. Upon completion of the probationary period to the satisfaction of the Management, the Management will confirm your appointment in writing. If you do not receive such a confirmation notification via email at the end of the probationary period, you will continue to be



on probation till you receive the confirmation notification from the Management or till your services are terminated. Your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof.

4. Travel

- 4.1 You may be required to travel, whether in India or Overseas, on official work purpose on short notice.
- 4.2 In the event that you traveled abroad in the course of employment and within 12 months of such travel submit your resignation, you will be bound to reimburse the Company for all the expenses incurred for and during the travel.

5. Salary and Benefits

- 5.1 Our salary cycle is first day to the last day of the month and salary will be paid by the fifteenth of the following month (i.e. 1st Jan to 31st Jan, paid by 15th Feb).
- 5.2 Appraisal reviews will be conducted twice a year in June & December. Salary increments will be reviewed once a year in December post completion of one year in the organization. Provision of increments are subjected to satisfactory appraisal reviews as well as the financial performance of the Company in the given year.
- 5.3 You acknowledge that it is Valenta policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

6. Leave Entitlement Policy

- 6.1 A list of public holidays is published in the beginning of the year and displayed in the office. The foresaid list has also been made available on Zoho People. Any additional Public Holidays will be declared at management's sole discretion.
- 6.2 Should you be absent on account of illness, you must immediately notify your reporting manager at least one hour prior to your start time. You are required to produce a medical certificate upon returning to work. If you are sick for 2



consecutive days, you are required to produce a medical certificate upon returning to work. Please attach a doctor's certification while applying for sick leave in Zoho People.

- 6.3 The Company is not liable to bear any personal medical cost / claims of the employees.
- 6.4 You will be entitled to 12 days of sick leave in a calendar year. Sick leaves cannot be encashed or carried forward.Trainees are not entitled to sick leaves during their training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.5 If you work a full day on a public holiday or weekend, you can request for Compensatory leave in Zoho People. Upon approval, you will see a credit which can be utilized during the calendar year.
- 6.6 You will be entitled to 18 days of Annual Leave in a calendar year. Leave entitlement will be auto calculated in Zoho People and will be allocated for each quarter in advance. For example, for the January quarter, leaves for the quarter will be made available on the 1st of January.
 Trainees are not entitled to annual leaves during training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.7 Annual Leave must be applied to the management 30 days in advance. Advance and Emergency Leave will only be granted at the management's discretion. No Annual Leave is allowed in the first 3 months of employment. Any absence from work during this period will be treated as loss of pay.
- 6.8 Leaves need to be utilized every six months. i.e. January to June leaves, should be used within this period. There will be no carry forward. For Christmas/New Year, you can utilize leaves on either side of the year and hence carry forward will not be required. All unutilized annual leaves can be encashed at the end of each year.
- 6.9 This contract shall be deemed to have been broken by you if you are absent from work for more than two consecutive working days without informing the management prior to your absence.



7. Termination

- 7.1 Your employment with Valenta is subject to termination on: This employment can be terminated by either party by giving THIRTY (30) DAYS prior notice in writing or THIRTY (30) DAYS pay in lieu of such notice. However, your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof as mentioned in clause 3.1. For every year of service rendered, 1-month notice will have to be provided subject to a maximum of 3 months (unless otherwise mutually agreed) as shown below:
 - o Upon confirmation up to 1 year of service 1-month notice;
 - o 1 year up to 2 years of service 2 months' notice;
 - o 2 years of service onwards 3 months' notice.
- 7.2 Valenta reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 7.3 For abundant caution, it is hereby clarified that you cannot waive the notice period requirement. In the event that you wish to terminate your employment with Valenta, and that your termination/ resignation letter will be accepted by Valenta on your satisfying the mandatory notice period as per Valenta policies. Further, till such time as Valenta accepts your resignation letter, you will be deemed to be an employee of Valenta and the terms and conditions of your employment will still continue to bind you.
- 7.4 Valenta shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - 7.4.1 You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Valenta policies and code of conduct; or
 - 7.4.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of Valenta is likely to bring Valenta any disrepute,



whether or not such act is directly related to the affairs of Valenta; or

- 7.4.3 You commit any breach of any of your duties or obligations under this agreement of the policies of Valenta.
- 7.4.4 There is a discrepancy in the copies of the documents/ certificates given by you as a proof of support of the information provided by you. In the event of termination, you shall not be entitled to any benefits whatsoever.

8. Mode of Communication

8.1 For any service of notice of communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9. Confidentiality

- 9.1 You agree at all times during the term of your employment and thereafter (without limit of time):
 - 9.1.1 To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of Valenta, and
 - 9.1.2 Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Valenta.
- 9.2 You agree to return to Valenta all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Valenta.
- 9.3 "Confidential Information" means any of Valenta proprietary or confidential information, technical data, trade secrets or know how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Valenta with whom you become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and



sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filled by Valenta in any country or jurisdiction (until the same is generally available to the public), and any other business information of Valenta including business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, and information which is common to the business of Valenta or which is generally known outside Valenta.

9.4 You understand that retaining the confidential nature of the confidential information is of utmost importance to the business Valenta and in addition to the terms of stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with Valenta.

10. Intellectual Property

- 10.1 You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/ or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with other and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Valenta shall belong to Valenta absolutely.
- 10.2 You agree, at Valenta expense, to provide, during and after this employment, all such assistance as Valenta reasonably considers necessary, to secure the vesting of such rights in Valenta or Terms of Employment Valenta its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).



- **11.** Data Privacy Compliance Policy You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: -
 - 11.1 You consent to the processing of your personal data in accordance with Valenta data privacy policy (the "Policy"), a copy of which can be obtained upon request;
 - 11.2 In particular, you explicitly consent to:
 - 11.2.1 The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
 - 11.2.2 The transfer worldwide of personal data held about you by Valenta to other employees and offices of Valenta worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.
 - 11.3 The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Valenta by you on their behalf. The references to "sensitive personal data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial and ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Valenta policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12. Non - Compete

12.1 You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product / services and/ or conduct any business, that directly competes with the kind of product/ services that is offered by Valenta to such client, either directly or indirectly with any of "Valenta's", client or any third party exposed to you,. In case you violate this provision, a minimum amount of INR 1,750,000 shall be payable by you to Valenta as damages.



13. Non-Solicitation of Employees and Clients

- 13.1 You agree that during the period of your employment with Valenta, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Valenta, you will not, either directly or indirectly:
 - 13.1.1 Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Valenta; or
 - 13.1.2 Adversely affect the business prospects of Valenta by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an employee of the Valenta for any purpose related in any manner to the business of Valenta.
 - 13.1.3 You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Valenta present business and the duties of your employment.
 - 13.1.4 You agree to not make any contact with the client(s) outside the regular course of business, this includes, any contact via social media or through personal email.

14. Warranty

- 14.1 You warrant that your joining Valenta will not violate any agreement to which you are or have been a party to.
- 14.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Valenta.
- 14.3 You warrant that you will comply with all Valenta applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Valenta.
- 14.4 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.



15. Indemnification

15.1 You agree to indemnify Valenta for any losses or damages sustained by Valenta caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16. Retirement

16.1 Your age of retirement from the service will be on completion of 60 years.

17. Professional Relationship

- 1.2 All contact between you and Valenta and its associates' clients will be through official email and other means via an approved professional login (i.e. Skype with a user name of name.valenta etc). You shall maintain a professional working relationship with Valenta and its associates' clients and shall not contact them outside the specified working hours.
- 1.3 You are prohibited from connecting or interacting with any of Valenta and its associates' clients on social media.
- 1.4 You are prohibited from discussing matters which are non-work related during and after the specified working hours.

18. General

- 18.1 The employer and employee agree to use their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations for a period of at least 3 months. This agreement contains the entire agreement between the employee and Valenta, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and/ or non-disclosure.
- 18.2 This agreement is made under and shall be construed according to the laws of India.



Employee agrees to submit to the jurisdiction of the courts of Bangalore.

- 18.3 This agreement shall remain current and in force, irrespective of whether you are under employment of Valenta or not.
- 18.4 Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.



Acknowledgement and Acceptance of Appointment by Valenta AI Pvt. Ltd.

I **Kruthika B** have read and understood the above terms and conditions governing my employment with the company and hereby accept the above – mentioned appointment in totality.

I confirm my acceptance of the offer and shall report to the **Bangalore office** on **03/10/2022**

Signature:

Name:

Date:



Business Office: 147,111 Floor, Anjaneya Techno Park Old Airport Road, Bangalore 560008, India P: +91 80 4266 7700

SOFTWARE TRAINING AGREEMENT

THIS AGREEMENT is made on **January 27th 2022** between: HealthAsyst (P) Ltd., a company incorporated under the Companies Act 1956, having its place of business at No 147, 3rd Floor, Anjaneya Techno Park, Kodihalli, Airport Road., Bangalore – 560008 represented by its HR, Mr. Pranay Khadke, hereinafter referred to as the "Company", (which term shall, unless repugnant to the context, mean and include its successors-in-interest and assignees) of the ONE PART:

AND:

Ms. Malavika , D/O Vasudeva Upadhyaya, aged about 20 years, currently residing at #205, Sy No 73/4, Shravanthi Pristine Apartment, Thimmappa Reddy Layout, Waheeda Rehman Garden, Hulimavu Gate, VTC : Bangalore South, PO : Hulimavu, Sub District – Bangalore South, Bangalore, Karnataka 560076 hereinafter referred to as the "Trainee - Engineer" (which termshall unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors and administrators) of the SECOND PART:

AND:

Mr. Vasudeva Upadhyaya, S/O P R Upadhyaya aged about 60 years, currently residing at #205, Sy No 73/4, Shravanthi Pristine Apartment, Thimmappa Reddy Layout, Waheeda Rehman Garden, Hulimavu Gate, VTC : Bangalore South, PO : Hulimavu, Sub District – Bangalore South, Bangalore, Karnataka 560076, hereinafter referred to as the "Surety" (which term shall unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors and administrators) of the THIRD PART:

- A. WHEREAS THE Trainee has applied to the Company to be appointed as a 'Trainee- Engineer;
- B. AND WHEREAS in pursuance of such application, the Company has agreed to appoint the Trainee as a Trainee- Engineer ("Trainee- Engineer") on the terms and conditions contained herein;

C. AND WHEREAS the Trainee recognizes and accepts that at this time other than an exposure to academic learning, the Trainee has received no formal, effective technical or practical training enabling him/her to independently function and carry out duties as a Software Engineer;

D. AND WHEREAS the Trainee further recognizes and accepts that prior to and at the time of joining the Company, he/she has not been exposed to and, therefore, has not acquired any domain, technical or soft skills, which are essential to ensure that the performance of duties by the Trainee meets the current business needs, parameters, standards and efficiency levels that the market place demands;

E. AND WHEREAS the Trainee has agreed and accepted to receive formal, structured and extensive training through courses, modules and programs developed by the Company in order to enhance his/her skills and expertise and impart specialized knowledge.



F. AND WHEREAS upon successful completion of the training to the satisfaction of the Company, the Company may at its sole and exclusive discretion, absorb the Trainee as an employee with suitable designation and compensation.

G. AND WHEREAS the Trainee is aware that in order to impart the type of training, the Company would be expending substantial sums of money and incurring substantial related costs. In addition, valuable resources of the Company would be utilized for this purpose.

H. AND WHEREAS the Trainee recognizes and accepts that the Company would be put to substantial financial loss, inconvenience, loss of resources, loss of business opportunities, man hours, computer time etc., in the event the Trainee separates from the Company within 6 (Six) months from the date of commencement of training or within 24 (Twenty-Four) months from the date of absorption of the Trainee as an employee.

I. AND WHEREAS THE TRAINEE further recognizes and agrees that in the event the Trainee separates from the Company (a) within 6 (six) months from the date of commencement of training or thereafter within 24 (twenty-four) months from the date of absorption of the Trainee, she/he would be liable to compensate the Company in the manner as set forth in this Agreement:

NOW THIS AGREEMENT WITNESSESS AS FOLLOWS:

1. The Trainee has applied for, and the Company has agreed to appoint the Trainee as a "Trainee-Engineer".

2. The commencement of the training shall be from 1st June 2022

3. The training ("Training"), primarily in the nature of classroom training and project assignment, shall last for a period of 6 (six) months ("Training Period").

4. The Trainee shall be paid monthly stipend and an ex-gratia amount (Ex-Gratia) as provided in Exhibit A during the Training Period. This shall be paid for each month on last working day of themonth.

5. The Trainee agrees to undergo the Training immediately on commencement of the Training.

The objectives, methodology, content and evaluation process of the training are outlined in **Exhibit B** and are detailed in the HealthAsyst Training Program for Trainees ("HATPT") module document, which is available to the Trainee for reading with the Company's Human Resource ("HR") department. The Trainee is expected to qualify in the training, which is intended to render him/hercompetent to undertake software development tasks.

6. The Trainee would be required to undergo **project assignment under the guidance and supervision of an employee of the Company** as a part of the Training.



7. The Trainee undergoing Training is subjected to Company's Assessment and Evaluation Policy. Trainee may peruse the HATPT module document at HR department and it is assumed that the Trainee is aware of the contents of this policy.

8. On the Trainee successfully completing the Training, subject to the satisfaction of the Company, the Company may at its sole discretion, absorb the Trainee as an employee with suitabledesignation and compensation. In the event of such offer of absorption, the Trainee shall serve the Company as an employee for a period of not less than 24 (twenty-four) months.

9. The Trainee accepts, agrees and admits that in the event of his/her:

- a) separation (voluntary or otherwise) from the Company during or within 6 (six) months of the commencement of the training; or
- b) separation (voluntary or otherwise) from the Company within 24 (twenty-four) months from the date of absorption.

The Company would not only incur substantial damages and losses but would also be compelled to once again incur similar expenses to advertise and select a replacement Trainee and carry out the exercise of training with a new trainee.

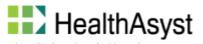
10. The Trainee further accepts, agrees and admits that the nature, quality, intensity and content of Training to be imparted by the Company is normally not found in or available with or imparted in the market or if available at all is at very high cost. The Trainee is aware that the Company would have earned considerable revenue by deploying its resources on other commercial tasks instead of using them for imparting the Training to the Trainee. The Trainee admits and recognizes that the training offered by the Company involves substantial training costs, man-hours, and resource utilization.

11. The Trainee acknowledges that in the event of his/her separation (voluntary or due to breach ofcode of conduct from the Company before the completion of the Training Period within 6 (six) months from the date of commencement of Training, or within 24 (twenty-four) months from the date of absorption of the Trainee as an employee, he/she would be in material breach of his/her obligations under this Agreement and would therefore be liable to pay the Company, on demand and without demur, the amount demanded by the Company towards the expenses incurred by it onaccount of and in connection with the Training of the Trainee, which includes the cost of supervision, overhead expenses and other direct and indirect expenses incurred by the Company. The same is quantified, which the Trainee agrees is a fair determination of the expenses, for the purposes of thisAgreement as follows:

a. 100% of total Ex-Gratia paid to him/her each month by the Company as provided in Exhibit A, until the date of breach by the Trainee;

b. An amount of Rs. 2,50,000/- (Rupees Two lakh fifty thousand only) towards Training Costs

In all cases of separation for any reason whatsoever from the Company, the Trainee shall compensate the company for the amounts set forth in clause 11 (a) and 11 (b) ('Liquidated Damages').



- 12. The Liquidated Damages shall be recovered on a pro-rata basis in the following manner:
 - i. 100% of the Liquidated Damages in the event Trainee separates from the Company within6 (six) months from the date of commencement of training or within 6 (six) months from the date of absorption.
 - ii. 75% of the Liquidated Damages in the event Trainee separates from the Company after 6 (six) months to 12 (twelve) months from the date of absorption.
 - iii. 50% of the Liquidated Damages in the event Trainee separates from the Company after 12(twelve) months to 18 (eighteen) months from the date of absorption.
 - iv. 25% of the Liquidated Damages in the event Trainee separates from the Company after 18(eighteen) months to 24 (twenty-four) months from the date of absorption.

13. The Surety herein solemnly undertakes to pay the Liquidated Damages as applicable immediately upon receipt of demand thereof being made by the Company. The Surety shall raise no objections on any ground such as insufficiency of training or any other reason as a ruse to avoid the Surety's responsibility to pay the amounts demanded by the Company.

14. The Surety is aware and agrees that the Company need not make a prior demand on the Trainee before making a demand on the Surety. Surety is also aware and agrees that Surety cannotquestion the basis of the demand or whether the demand is genuine, fair, reasonable, or truly represents the damages or loss incurred by the Company in providing the Training and opportunity to the Trainee.

15. Both Surety and the Trainee are aware that the Company has the right to terminate the Training or employment of the Trainee for acts of misconduct, indiscipline, absence, refusal to obey orders or for unsatisfactory progress of Training due to fault of the Trainee during the Training Period.

16. The Surety hereby undertakes and accepts:

a. that his/her liability is co-extensive with that of Trainee, that he/she shall be jointly and severally liable with the Trainee for payment of all amounts that may become due and payableto the Company under this Agreement.

b. that the Company shall be at liberty to enforce this guarantee in this Agreement furnished by the Trainee against the Surety without necessarily seeking to enforce the same against the Trainee in the first instance.

c. that the Company shall be entitled to proceed either against the Trainee or Surety or both forrecovery of any amounts due under this Agreement.

d. that any demand made on the Trainee under this Agreement shall be deemed to be sufficientnotice of such demand also on the Surety; and

e. that the Surety guarantees the satisfactory performance by the Trainee of each of the clauses, terms obligations and conditions of this Agreement voluntarily and after being fully aware of all legal consequences arising out of being a surety to ensure due performance of each of the clauses, terms obligations and conditions of this Agreement.



17. This Agreement shall be governed by, construed and enforced in accordance with the laws of India. The parties to this Agreement hereby agree to submit to the exclusive jurisdiction of courts in Bangalore for any dispute arising out of or related to this Agreement.

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

19. The Trainee and Surety agree that he/she has consulted an external counsel and is enteringinto this Agreement voluntarily and free from any coercion or undue influence.

<u>IN WITNESSES WHEROF</u> **the Company, Trainee and the Surety have** signed this Agreement on the date, month and year first above written before following witnesses:

WITNESSES:

<u>COMPANY</u> Mr. Pranay Khadke, HR Head

<u>TRAINEE</u> Ms. Malavika

<u>SURETY</u> Mr. Vasudeva Upadhyaya



Exhibit A

The Trainee will be paid the following per month during the period of Training:

Stipend: Rs. 8,049 PF (Company contribution): Rs.1,800 Gratuity: Rs. 852 Ex-Gratia: Rs. 26,799 **Total Gross: Rs. 37,500.00**

Exhibit B

Outline of HealthAsyst Training Program for Trainees (HATPT)

The HATPT may consist of several training modules (module and program used interchangeably) which is currently two namely

- 1. Technical and
- 2. Development Life Cycle Processes, Healthcare domain, and Soft skills
- 1. <u>Technical Training:</u>

The Trainee shall undergo Technical training in all or any of the following Company designed courses as a specified program. The curriculum may be defined based on the Company's requirement from time to time. At present the modules are as follows:

Generic modules like programming principles, Testing, Database concepts, Quality Systems Concepts, Computer Hardware & Software and other subjects.

2. <u>Management skills Training:</u>

The Trainee shall undergo pre-determined management skills programs during and as a part of the HATPT. These programs would cover communication skills and business skills and such other components as the Company may determine from time to time depending upon varying business requirements.



INTERNSHIP AGREEMENT

This INTERNSHIP AGREEMENT ("Agreement") is effective as of the 14 March 2022 by and between:

Giant Eagle Global Capability Center, LLP, a limited liability partnership company incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at North Wing, 2nd Floor, BCIT, Yelahanka Hobli, Thanisandra Main Road, Chokkanahalli Village Bangalore 560064, India (hereinafter referred to as "GE GCC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part:

AND

Manisha Rai, residing # Flat No-1103, mint Block, HM world city Phase-1 JP Nagar 9th Phase, Alahalli Bangalore - 560062 (referred to as the "Intern", which expression shall, unless it be repugnant to the subject or context thereof, include his/her respective successors, legal heirs, administrators, representatives and permitted assigns) of the Second Part.

For the purposes of this Agreement, GE GCC and Intern may each be referred to as "Party" or, collectively as the "Parties".

WHEREAS:

- (A) GE GCC conducted certain evaluation process and recognized that the Intern has the requisite skill set to be engaged as an Intern with GE GCC.
- (B) The Intern expressed his/her interest to take up an internship program with GE GCC as part of his/her college curriculum or independently with necessary approvals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be kept and performed on the part of the Parties as hereinafter stated, it is hereby agreed as follows:

1. **INTERNSHIP POSITION:**

You shall be assigned to the position of an intern in the **Technology Infrastructure** -Platform Engineering department.

2. **DURATION:**

The term of this Agreement is for 4 months, starting from **14-Mar-2022 to 11-Jul-2022** unless terminated earlier pursuant to the termination provisions in section 7 of this Agreement. In case of special need and at the sole discretion of GE GCC, the term of this Agreement may be extended with prior notice and agreed with the Intern or the concerned institution of the Intern. The Intern will be assigned to a mentor designated by

GIANT EAGLE GLOBAL CAPABILITY CENTER, LLP

(Entity registered with Limited Liability) LLP Identification Number: AAS - 0851 North Wing, 2nd Floor, BCIT, Yelahanka Hobli Thanisandra Main Road, Chokkanahalli Village Bangalore 560064

GST No: 29ABRFA2813K2Z2



GE GCC ("Mentor"), who will guide the Intern throughout the term of this Agreement, evaluate, and provide feedback from time to time.

3. DUTIES AND RESPONSIBILITIES:

- 3.1 The Intern agrees to devote his/her full time and attention towards the internship and other duties as required by GE GCC and the specified by the designated Mentor.
- 3.2 The Intern agrees that the designated Mentor will set goals and share the detailed expectation from the Intern for the duration of the internship.
- 3.3 At the end of term of this Agreement, the Intern agrees that he/she shall present the final project to the leadership team at GE GCC.
- 3.4 The Intern must submit a copy of the project to the organization and collect the "certificate of internship completion" from the HR, upon completion of the internship.
- 3.5 The Intern, shall at all times, be subject to and bound by the policies, rules and regulations of GE GCC as may be in force from time to time or as may be brought to his/her notice by GE GCC.
- 3.6 The Intern shall not commit any act or misconduct or commit any acts subversive to the discipline of GE GCC, or otherwise misbehave in a manner that would be construed as being in violation of GE GCC's rules for the time being in force.
- 3.7 The Intern agrees that during the term of this Agreement, he/she shall work exclusively for GE GCC and will not perform or undertake to perform any work for any other Person, without written consent from GE GCC.

4. **STIPEND/PAYMENT**:

The Intern shall be eligible for, and GE GCC agrees to pay a monthly stipend of **INR 22,000**, for the services provided by the Intern. The stipend will be subject to withholdings/deduction of tax at source under prevailing regulations.

5. WORKING HOURS AND ELIGIBILITY FOR LEAVES:

- 5.1 The Intern agrees that he/she will be performing services to GE GCC from Monday to Friday and fully follow the shift schedule assigned by the Mentor. In particular, the Intern agrees that he/she will not work less than 40 hours per week, on an average.
- 5.2 The Intern shall take reasonable efforts to work from office two or three days a week to facilitate better engagement and collaboration.
- 5.3 The Intern will be eligible for one and half day Earned Leave and one day Sick/Casual Leave per month. Unused Earned leaves in a month can be carried forward to the next month or encashed at the time of internship closure. Leaves availed more than the eligible balance will be considered as loss of pay and will be adjusted against the stipend paid at the end of the month.
- 5.4 National Festival Holidays will be applicable as declared for GE GCC.
- 5.5 GE GCC agrees that local transport and food benefits will be provided to the Intern during the term of this Agreement without any deduction towards the same. The Intern understands that such benefits will be suspended during remote working period.

6. INTERNSHIP TO FULL-TIME EMPLOYMENT:

6.1 The Intern will be considered for a full-time role at GE GCC upon the successful completion of the internship program and successfully clearing the assessment process, solely at the

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GST No: 29ABRFA2813K2Z2



discretion of GE GCC. For clarification, the conversion will be subject to the performance of the Intern during the Agreement and the business requirements of GE GCC. GE GCC hereby clarifies that the internship itself is not an assurance of a future job opportunity with the organization.

7. **TERMINATION:**

- 7.1. The Parties agree that the internship will come to a closure upon successful completion of the project and submission of the project document.
- 7.2 GE GCC can terminate the internship, immediately and without notice on nonperformance, or any behavior observed which conflicts with the values of the organization.
- 7.3 The Intern can terminate the internship by providing a fifteen (15) days' prior written notice to GE GCC.
- 7.4 Upon termination, all property of, or relating to, GE GCC as shall have been in the possession of the Intern, including GE GCC records and all documents containing confidential information, shall be surrendered by the Intern to Mentor or authorized representative of GE GCC. The Intern shall irretrievably delete any information relating to the business of GE GCC or any affiliate, which are stored on any magnetic or optical disk or memory and all matter derived from such sources which are in the Intern's possession or under the Intern's control.

8. **CONFIDENTIALITY:**

8.1 All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Intern. The Parties further agree that the Parties shall fully comply with the terms and conditions of the NON-DISCLOSURE AGREEMENT dated 10 Mar 2022

9. **DATA PRIVACY:**

- 9.1 The Parties shall agree to comply with applicable data protection and privacy laws as apply to their role as a controller and processor (or their local law equivalents).
- 9.2 The Intern shall at all times abide by applicable policies of GE GCC, which will be informed to the Intern including but not limited to information technology policies and data privacy policies of GE GCC.
- 9.3 The Intern hereby consents to GE GCC as a data subject or data principal, as applicable, to use the personal data of the Intern for the purpose of this internship.

INTELLECTUAL PROPERTY: 10.

10.1 In consideration of, and as a condition of providing services to GE GCC under this Agreement and in view of the fact that the work being performed by Intern is "work for hire" for GE GCC and its affiliates and/or customers, the Intern shall forthwith disclose in confidence to GE GCC every discovery, invention, improvement, design, original works of authorship, software code and secret process and other intellectual property rights made, invented, created, developed or discovered by him/her, at any time during the course of this Agreement with GE GCC whether capable of being patented or registered or not in connection with or in any way affecting or relating to the business GE GCC or its affiliates are in, or capable of being used or adapted for use therein or in connection therewith, and

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the Parties agree that all such inventions shall belong to and be the absolute, sole and exclusive property of GE GCC.

- 10.2 The Intern agrees to assign, and does hereby irrevocably transfer and assign, to GE GCC:
 (a) all of the Intern's rights, title and interests in and with respect to any such inventions,
 (b) all intellectual property rights, worldwide, in any inventions, along with any registrations of or applications to register such rights, and (c) to the extent assignable, any and all moral rights that the Intern may have in or with respect to any inventions.
- 10.3 The Intern hereby waives and agrees never to assert any of his/her moral rights on any copyright work originated, conceived, written or made by him/her (either alone or with others) and he/she agrees not to claim that any treatment, exploitation or use of the said works infringes such moral rights (including but not limited to right to be indemnified, right to object derogatory treatment and against false attribution), even after the termination of this Agreement.

11. REPRESENTATION AND WARRANTY:

- 11.1 Both Parties warrant that as of the Effective Date, they have the power and authority to enter into this Agreement and to perform their obligations under it, and to grant to each other the rights provided under this Agreement.
- 11.2 Both Parties warrant that, by entering into this Agreement, they do not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

12. LIMITATION OF LIABILITY AND INDEMNITIES:

- 12.1 GE GCC shall not be liable for any act or omission on the part of the Intern during the term of this Agreement and shall incur no liability for loss, damage or injury of whatever nature sustained by the Intern in any manner.
- 12.2 The Intern shall indemnify and keep indemnified GE GCC against any and all claims, liabilities, actions, proceedings, costs (including legal fees on an indemnity basis), losses, damages and demands arising out of or resulting from breach of this Agreement or any act or omission or default of the Intern during the term of this Agreement, including without limitation:
 - 12.2.1 Any loss of or any damage to any property.
 - 12.2.2 All financial loss.
 - 12.2.3 Injury to or death of any person caused by any negligent act or omission or willful misconduct of the Intern, whether resulting in material or financial loss or damages or death or injury to persons or any other loss or damage whatsoever.

13. SEVERABILITY:

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

> GIANT EAGLE GLOBAL CAPABILITY CENTER, LLP (Entity registered with Limited Liability) LLP Identification Number: AAS – 0851 North Wing, 2nd Floor, BCIT, Yelahanka Hobli Thanisandra Main Road, Chokkanahalli Village Bangalore 560064 GST No : 29ABRFA2813K2Z2



14. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Bangalore alone shall have jurisdiction to try and entertain all suits, proceedings, and claims arising out of this Agreement.

15. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

IN WITNESS WHEREOF the undersigned have executed this instrument as of the day and year first above written:

GIANT EAGLE GLOBAL CAPABILITY CENTER LLP.	INTERN
VinoliaBaltharay	Manualia
By:	By:
Dated: 09 Mar 2022	Dated: 12 Mar 2022
Name: Vinolia Baltharaj	Name: Manisha Rai
Title: Director HR	Address: Flat No-1103, mint Block, HM world city Phase-1 JP Nagar 9th Phase, Alahalli Bangalore - 560062

GIANT EAGLE GLOBAL CAPABILITY CENTER, LLP (Entity registered with Limited Liability) LLP Identification Number: AAS – 0851 North Wing, 2nd Floor, BCIT, Yelahanka Hobli Thanisandra Main Road, Chokkanahalli Village Bangalore 560064 GST No : 29ABRFA2813K2Z2

Tech Mahindra

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

2019099 / ELTP-CAMPUS / 2022

27-Jan-2022

Subject: Letter of Intent

Dear Mayurjit,

This refers to the campus interview that you had attended.

We are pleased to inform that you have been shortlisted for a position of **Associate Software Engineer** at **Band U and Sub Band U1** in our Organization provided:

- ð You being medically fit, having completed your qualifying academic course with a minimum grade of First Class or equivalent grade as specified at the time of your selection, meeting the set eligibility criteria, including minimum of First Class/60% or equivalent grade in all other courses completed by you prior to your qualifying academic course
- ð You complete the set of learning courses and earn course completion certificate for each course mentioned in **Annexure A** and

On successful completion of the above, the Company may, at its sole discretion, offer you an employment opportunity with the following conditions:

- ð You will be under **probation for a period of 6 (Six) months** from the date of joining.
- ð During probation period, you will be eligible for Annual Salary package of INR 260,000 (Indian Rupees Two Hundred and Sixty Thousand Only). Please refer to Annexure - B for breakup of your intended Annual Salary package.
- ð Post probation, you will be eligible for an Annual Salary package of INR 325,000 (Indian Rupees Three Hundred and Twenty-five Thousand Only). Please refer to Annexure - C for breakup of your intended Annual Salary package.
- ð In addition, you will also be entitled for a one-time settlement Allowance not exceeding INR 15,000, (Indian Rupees Fifteen Thousand Only) if eligible, as per Tech Mahindra policy.
- ð At the time of joining, you are required to sign a service bond with Tech Mahindra. As per this bond, you will be required to serve Tech Mahindra for a period of at least 2 years from the date of your joining, failing which, you will need to pay a sum of Indian Rupees 100,000/- (Indian Rupees One Hundred Thousand Only) as liquidated damages to Tech Mahindra.
- ð You are required to mandatorily possess a valid Passport and Income Tax PAN Card at the time of joining the Company.



Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

We request you to confirm to us your acceptance of the terms and conditions specified herein by signing and returning a copy of this Letter to Campus Joining Team on <u>Campusjoining@techmahindra.com</u>

This Letter of Intent shall cease to be valid on 27-Jul-2022 or issue of Offer of Appointment, whichever is earlier.

1.162

We look forward to you having a rewarding career with us.

Yours sincerely, For Tech Mahindra Limited,

R. Krishna

Krishna Ramaswamy

Head - Resource Management Group

Horeby I am accepting the Letter of Intent Phowided by tech Makindra, Company

Mayurjer Borkakoty

Applicant id: 2019099

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

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Annexure A

Learning and Certification

Selects to learn the below Udemy courses in self-learning mode and earn the course completion certificate for each course

To start learning courses use **<u>tmlfh.udemy.com</u>** link.

Detailed learning instructions will be communicated separately.

Category	Udemy Course Name	Course Duration (in Hrs)
Programming		
Foundations	Programming 101	4
Data Structures & Algorithms	Data Structures A-Z : Data Structures + Algorithms Bootcamp	7.5
Web Programming	Complete Web Design Course: HTML, CSS, Javascript and jQuery	20.5
Linux Fundamentals	Learn Linux in 5 Days and Level Up Your Career	6.5
Shell Scripting	Bash Shell Scripting: Crash Course For Beginners	5.5
SQL	SQL for Beginners: Learn SQL using MySQL and Database Design	8
Python basics	The Python Bible Everything You Need to Program in Python	9
Cloud Computing	A Practical Introduction to Cloud Computing	2.5
Agile & Scrum	Agile Fundamentals: Including Scrum and Kanban - 2021	4.5
Software Testing	Certified Tester ISTQB Foundation Level (CTFL) - Updated 2021	6.5
Communication	The Art of Communications ? Become a Master Communicator	3.25
Email Writing	Write Better Emails: Tactics for Smarter Team Communication	1.36
Business Etiquettes	Business Etiquette 101: Social Skills for Success	4.7

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<u>Annexure B</u>

Total Cost to Company (TCC) (Per Annum)	260000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	89393
HRA (@70% of Basic Pay)	62575
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	10727
Flexible Components of TFP ^	12787
Total Fixed Pay (Per Annum)	223482
Total Variable Pay (TVP) (Per Annum) (*)	24831
Total(A)	248313
Additional Benefits(B)	11687
Gratuity	4300
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	260000
below, subject to the individual maximum limits as mentioned against taxable amount under Additional Personal Pay	
LTA	12,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal meregular salary.	onthly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be pay for the Financial Year	yable as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	le for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
ii)Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be elig Insurance Cover, providing Life Insurance Coverage to the associa lakhs to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be e scheme of the company with a cover of Rs. 3 lakhs (floating cove parents. Cost of coverage of parents (if opted for) will be borne by yo applicable cover (for self only OR self +spouse+up to 2 children) will	r) applicable to Self , Spouse, 2 children & 2 ou. If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You we scheme with a cover of upto Rs. 5 lakhs payable in case of perman	

event of an accident.

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

Annexure C

Total Cost to Company (TCC) (Per Annum)	325000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	112394
HRA (@70% of Basic Pay)	78676
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	13487
Flexible Components of TFP ^	28428
Total Fixed Pay (Per Annum)	280985
Total Variable Pay (TVP) (Per Annum) (*)	31221
Total(A)	312206
Additional Benefits(B)	12794
Gratuity	5407
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	325000
taxable amount under Additional Personal Pay.	12,000
	12,000
Meal Card (Max INR. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal mon regular salary.	thly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be paya for the Financial Year	ble as per Variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligible	for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
 ii) Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be eligib Insurance Cover, providing Life Insurance Coverage to the associates lakhs to the beneficiary on the unfortunate death of the associate 	
b) Group Medical Coverage Plan (GMIP): You would also be enrolled scheme of the company with a cover of INR 3 lakhs (floating cover) ap parents. Cost of coverage of parents (if opted for) will be borne by you applicable cover (for self only OR self +spouse+up to 2 children) will be	plicable to Self , Spouse, 2 children & 2 If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You would scheme with a cover of upto INR 5 lakhs payable in case of permanent	

event of an accident.



Offer: Computer Consultancy Ref: TCSL/DT20218226389/Bangalore Date: 31/10/2021

Ms. Meghana A S 609/1, Sagar Bliss, 15th Main, 21a Cross, Boohbcs, Narayananagara, 1st BlockDoddakallasandra, Doddakallasandra, Bengaluru-560062, Karnataka. Tel# 91-9844766365

Dear Meghana A S,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto Rs.60,000 during the first year.Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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

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GROSS SALARY SHEET

Annexure 1

Name	Meghana A S
Designation	Assistant System Engineer-Trainee
Institute Name	Others

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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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of 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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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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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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(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 20

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



February 12,2022

Meghana K V K S School Of Engineering And Management

Dear Meghana,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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.

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NTT DATA Global Delivery Services Private Limited Block 2, 2nd 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) 2. 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
URMIMALA SARKAR DIRECTOR – TALENT ACQUISITION
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.
DocuSigned by:

Date: February 12,2022

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NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



DECLARATION

I, Meghana K V S/o, D/O, W/O

_____, having permanent address

6/13 2nd main 3rd cross SBM colony, chunchaghatta main road, Konanakunte, Bangalore-62 at______ 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.

SIGNATURE: Meghana K V NAME: Meghana K V DATE: February 12,2022 PLACE: Bangalore

Confidential



Offer Letter

October 31, 2022

To, Mithun M, Bengaluru,

Dear Mithun,

Greetings & Congratulations from InstaSafe Technologies!

We are happy to inform you that you have been selected as a "Trainee" with InstaSafe Technologies Pvt. Ltd.

Date of Joining: 7th Nov 2022

Reporting Manager: Engineering Manager

Duration: Six months from the date of joining.

Salary: Your starting total compensation will be Rs. 25,000/- Per Month, and will be subject to periodic review, after the completion of training period. You are eligible for One Sick Leave per month and the holidays listed by the company.

Performance Reviews: The Company follows a policy of performance reviews, which are linked to a Bonus of Rs. 3,000/- per month which is payable **based only upon your performance on the given project.**

On successful completion of your Training Period and based on your performance, InstaSafe might confirm the fulltime employment with revised salary structure.

Looking forward to work with you & we are sure you will have great time working at InstaSafe. Kindly give your concurrence through mail so that we can proceed with the joining formalities.

Please submit the following documents on the day of your reporting:-

- 1. Photocopy of your educational certificates & other certifications.
- 2. Photocopy of PAN/Aadhaar Card
- 3. One Passport size photograph
- 4. Bank account details

We wish you all the very best!!

For, InstaSafe Technologies Pvt. Ltd



Mary. L (Manager – Operations)



Letter of Intent

January 14, 2022 Monica V KS School of Engineering and Management, Bangalore

Dear Monica V,

We are pleased to inform you that you have been provisionally short-listed for employment as "Software Engineer Trainee".

During the training period you will be entitled for a stipend of Rs.15000/-pm for the period of 6 months and on successful completion of your training you will be paid a salary of Rs. 4 Lac per annum.

You are required to sign a service agreement for a period of 2 years before the start of training programme.

We will keep you posted with respect to the start of the training program at the Hexaware office in Siruseri, Chennai for your development as a Maverick. Before joining Hexaware and commencement of your training program, you will undergo the Early Intervention Program (EIP) to be conducted by Hexavarsity, our Corporate University.

You will receive a formal letter of appointment (on probation basis) with all the terms and conditions post joining the organisation.

As a token of your acceptance, that you have read and understood this Letter of Intent, please send in your confirmation to <u>campusconnect@hexaware.com</u> confirming your interest in joining Hexaware.

Yours faithfully,

For HEXAWARE TECHNOLOGIES LIMITED

Nonica Mathia

Monica Mathur Vice President, Recruitment-India & APAC



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape, Navi Mumbai, 400710, Tel. : +91 22 6791 9595, Fax : +91 22 6791 9500 (CIN) : L72900MH1992PLC069662 URL: www.hexaware.com



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Six Dee Telecom Solutions Private Limited #26, J. P. Nagar 3rd Phase, Bannerghatta Road, Bengaluru 560 076. INDIA. Tel: +91 80 4048 5959, 4131 1200 / 300. www.6dtech.co.in



09-March-2022

Dear Nafeesa Banu,

We welcome you to **Six Dee Telecom Solutions Private Limited** also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

The following will list your relevant details about your general responsibilities.

Duties

You must provide your services exclusively to the Company.

You will promote and expand the business of the Company.

You are expected to comply with all the Company's rules, policies and procedures from time to time in force.

You may be required to undertake other duties from time to time as the Company may reasonably require. If your duties or position with the Company changes for any reason, then the terms of this Letter will continue to apply, unless expressly varied by the parties in writing.

During the course of your employment you are expected, at all times, to maintain professional and responsible standards of conduct/behaviour, attendance and performance.

In particular you will agree to keep and maintain adequate and current records (in the form of notes, minutes of meetings, sketches, drawings and in any other form that may be required by the Company) of the work being undertaken by yourself (including all inventions and proprietary information as necessary under the Employee Proprietary Information, Inventions and Non–Competition Agreement). You agree that such records shall be available to and remain the sole property of the Company at all times.



COMMENCEMENT DATE

If you accept this offer, we will keep you informed about your Date of Joining.

REMUNERATION AND DESIGNATION

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer**.

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Post successful completion of training/probation period, which depends on your performance during this period and manager's feedback, your total cost to company will be **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK:

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We will be Working From Home until further notice, based on the current situation.

BUSINESS EXPENSES

You will be entitled to be reimbursed for all expenses reasonably and properly incurred by you in carrying out your duties subject to normal verification and to complying with such policies as the Company may from time to time have regarding such expenses.

PROBATION PERIOD

Probation is a period of trial and its purpose is to find out the suitability of an employee to hold the post substantively or permanently and the suitability has to be judged at the time of confirmation. However, an employee on probation can be terminated during the probation period due to unsatisfactory performance of the employee and the employer would be justified in the termination.

The first 6 months of your employment will be a probationary period. During this period you are not eligible for Annual Leave (AL), other than the exceptions mentioned in the paragraph below.



The Company may extend your probationary period if so deemed necessary by the Company. The Company will confirm to you in writing your permanent position upon the satisfactory completion of your probationary period, or any extension of it.

BENEFITS

A. ANNUAL LEAVES

The company provides, as a benefit, paid annual leaves for its eligible employees. Forward requests for time off in advance to your supervisor, who may approve or deny the request based on company resources & activities. The company is flexible in approving time off when doing so would not interfere with company operations.

During Probation, you are eligible for 5 Fresher Annual Leave for below reasons, based on manager/reporting manager's discretion:

- 1 Illness with fever
- 2 University Convocation
- 3 University Exams
- 4 Marriage/ Death (god forbid) in immediate family
- 5 Passport related

After probation, you are entitled for 21 leaves in a year (1st April to 31st March).

B. General Mediclaim:

You will be eligible for General Mediclaim Policy starting from the date of joining.

PROFESSIONAL ETHICS AND CONFIDENTIALITY

Your conduct at all-time should reflect observance of the national and local laws and the rules and regulations of the Company as from time to time in effect. In all dealings with the Company and its clients and their organization, the highest standards of propriety and integrity will be expected of you.

NON-COMPETE AND NON-SOLICITATION

During your employment and within one year after the cessation of your employment with the Company, you agree not to directly or indirectly,

- a. carry on, advise, provide services to or be engaged, concerned or interested in, or associated with, any business or activity which competes with or is in the same line of business carried on by the Company or its related companies, in any capacity (whether as principal agent, partner, employee, shareholder, unit holder, joint ventures, director, trustee, beneficiary, manager, consultant or adviser) within six months from the termination of this employment agreement;
- b. canvass, solicit or endeavor to entice away from the Company or its related companies, any person who or which at any time during your employment was or



is a client or customer or supplier of the Company or its related companies or is in the habit of dealing with the Company or any of its related companies;

- c. solicit, interfere with or endeavor to entice away any employee of the Company or any of its related companies; or
- d. Counsel, procure or otherwise assist any person to do any of the acts referred to in clauses (ii) and (iii).

SEPARATION:

A. Termination

Either party may terminate the employment by giving the other party three months' notice in writing. Also, the company may terminate your services with immediate effect, if any, in lieu of notice, even without assigning any reason thereof. Waiver of notice period is at the sole discretion of the company.

The Company will not be liable to pay the notice pay if you resign from its services and request that you be relieved with immediate effect. Your resignation will become effective and final notwithstanding the fact that the communication of acceptance does not reach you. However, in case any disciplinary proceedings are either contemplated or pending against you, the Company will have the right not to accept your resignation.

On termination of your employment, you will immediately deliver to the Company all equipment, software, original and copies of documentation (including documentation stored in electronic format) and any other property belonging to the Company, which is in your possession, or under your control.

B. Retirement:

Your employment with the Company will terminate automatically without any further notice at the Company's normal retirement age, which is on the day of your 60th birthday.

C. Notice Period

Notice period is considered to start from the point the termination letter is received by the manager. Notice period for the all the employees is of 3 months. Notice period in probation period will be 1 month. However, when the situation warrants as in the case of breach of policies the company may decide to terminate the contract with immediate effect. The Company reserves the right to request serving of notice period. Not serving the notice period will result in forfeiting your FnF Waiver/payment/deduction in such an event will be at sole discretion of the Company.

D. Absconding

An employee who abstains from their work without intimation and remains untraceable is referred to as an absconder. An employee not reporting to office for 3 consecutive working days without informing the reporting manager/manager will be considered as an absconding employee. The Company shall be entitled to forthwith terminate this



employment without providing any notice or incurring any obligation or liability to pay any amount or dues to an absconding employee. This employee will also not be eligible for other HR documents.

E. Statement of Facts:

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per your application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, the Company shall have the right to terminate your services forthwith.

GOVERNING LAW AND ARBITRATION

This agreement shall be governed by the Laws of India. Any dispute, difference or question arising out of, in relation to or incidental to this Letter of Employment, including any dispute as to the existence or validity hereof, shall be first attempted to be resolved by mutual discussions and negotiations. In the eventuality of the failure of such negotiations, it shall be referred for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a sole Arbitrator, who shall be appointed with the mutual consent. The venue of Arbitration shall be Bangalore, and the proceedings will be conducted in the English language.

CONFIDENTIALITY

In consideration of the opportunities, training and access to new techniques and knowhow that will be made available to you, you will be required to comply with the confidentiality policy of the Company. Therefore, please ensure that you maintain confidentiality of all the information made available to you, and shall not divulge or disclose any such Confidential Information except as may be required by the company and in the course of your employment. This covenant shall endure during your employment and for a period of one year from the cessation of your employment with the Company.

INDEMNIFICATION

You expressly agree to defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions, unless such acts are authorized specifically by the Company.

BACKGROUND CHECK & REFERENCES

We will conduct a background check and reference check on your previous employment details. Within ten (10) days of the date mentioned in this offer letter, you are required to furnish documents regarding education, previous employment and any other documents that Six DEE Telecom Solutions Private Limited may deem necessary for a background check. Our authorized partner will contact you in order to conduct the background check



process and you are required to extend your cooperation to them in facilitating the process by providing relevant details or documents. Your joining us is contingent upon a satisfactory report on the background check relating to employment, experience, work history, etc., conducted by a 6D Technologies approved agency

PERFORMANCE MANAGEMENT AND SALARY REVISION

Based on your date of joining, your appraisal cycle will be decided (either April or October). Any compensation revision decisions will be based on your performance and company policies prevailing at that point of time.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and goodwill generated as a result of your employment with the Company shall be for the benefit of and belong to the Company. You assign all intellectual property rights of whatever nature, that may arise under or in connection with the services you provide whilst in employment to the Company.

AMENDMENTS

Subject to applicable laws, the Company reserves the right to amend its terms and conditions of employment and policies from time to time. Once you join us, you will abide by all the policies & procedures of the Company.

You should retain a copy of this letter for your own records and sign and return one copy to the Company.

We look forward to you joining us.

Kind regards, Yours sincerely,

Dipti Yadav Manager - Human Resources For and on behalf of Six Dee Telecom Solutions Private Limited



DECLARATION/ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

Six Dee Telecom Solutions Private Limited have the right to initiate any verification of educational qualifications and previous employments directly or indirectly to validate the information

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____

_____Date _____

(Nafeesa Banu)







Ms. Naga Vaishnavi P #15,Ashirvad1st Main,2nd Cross, Santrupthi Nagar, Opposite Big Bazaar, Rbi Layout, Jp Nagar 7th Phase, Bangalore-560078, Karnataka. Tel# 91-9036610287

Dear Naga Vaishnavi P,

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 1

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



February 12,2022

Navya Mh

Kammavari Sangham School Of Engineering and Management (KSSEM)

Dear Navya,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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.

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Nauya.Mh

BB8C7FEE57E048F

Signature:



Date: February 12,2022

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) 2. 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 Campus.Connect@nttdata.com.			
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			
URMIMALA SARKAR DIRECTOR – TALENT ACQUISITION			
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.			
DocuSigned by:			

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NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



DECLARATION

MAHESH.PH I, Navya Mh S/o, D/O, W/O_____

___, having permanent address

	shree prabhu	niliya,27th	cross	3rd	'c'	main, raghavendra layout, hulimau, banglore 7	76
at	•	2				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.

SIGNATURE: Navya Mh NAME: Navya Mh DATE: February 12,2022 PLACE: Banglore

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12 April 2022

OL No: VZ22C736

Dear Nisarga P,

We congratulate you for being selected for a **6 Months** Training with Verzeo Edutech Pvt. Ltd. "At will basis" which can be extended. Please find the following confirmation of your Training :

Title: Business Development Trainee Training Date: 21 April 2022 to 30 April 2022 OJT Start Date: 1 May 2022 OJT End Date: 31 October 2022

Stipend: INR **15000** Per Month + INR **10000** as incentives (Subject to statutory deductions) Target: **220000** INR per month.

Please indicate your acceptance, by signing the letter and mail the signed and scanned soft copy of the Training Offer Letter and the documents as mentioned below to the <acceptance@verzeo.com> within 2 working days from the receipt of this mail. The offer shall stand automatically withdrawn without further action on the part of VERZEO EDUTECH if we do not receive your acceptance as per the mentioned timeline.

I have read and understood the above terms and conditions and I accept this offer, as set forth above, with Verzeo Edutech, and will report on or before **21 April 2022**.

SIGNATURE: _____ (Candidate's Signature) DATE: _____

🔀 support@verzeo.com 💊 +91-8047166564



Training Policy

- By accepting this offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms.
- You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

<u>Working Hours</u>: 9 Hours a day (Inc. Lunch Break). <u>Job Type:</u> Full Time Training <u>Location:</u> Bangalore.

- During the training period you will not receive any of the employee benefits that regular employees receive.
- During the training period, the company will have all the rights to terminate your services without offering any reason.
- At any time if you wish to discontinue the training due to personal reasons, either you will have to pay a compensation equal to 1 month stipend or you are required to serve a notice of 30 Days.
- All the information acquired during the course shall be strictly confidential and you shall refrain from using it for your own purpose or from disclosing it to anyone outside of the Company.
- Upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.
- You will observe all policies and practices governing the conduct of our business and employees.
- Official communication either within the company or outside the company should be through the company Email of your manager only.
- Post successful completion of the Training tenure, the candidate will be prone to performance based pre-placement offers by the company.

SIGNATURE:	DATE:
(Candidate's Signature)	

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ANNEXURE

Sl. No	Particulars	
1.	 Professional / Educational Certificates and Mark Sheets towards: 10^a standard or equivalent examination (Original MS for Verification) 12^a standard or equivalent examination (Original MS for Verification) Graduation Post-graduation / Doctorate Other relevant educational or skill certifications 	
2.	COLOR SCANNED COPY OF YOUR PHOTOGRAPHS	
3.	PAN Card, Voter ID or Driving Licence Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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12 April 2022

OL No: VZ22C744

Dear Nisha R,

We congratulate you for being selected for a **6 Months** Training with Verzeo Edutech Pvt. Ltd. "At will basis" which can be extended. Please find the following confirmation of your Training :

Title: Business Development Trainee Training Date: 21 April 2022 to 30 April 2022 OJT Start Date: 1 May 2022 OJT End Date: 31 October 2022

Stipend: INR **15000** Per Month + INR **10000** as incentives (Subject to statutory deductions) Target: **220000** INR per month.

Please indicate your acceptance, by signing the letter and mail the signed and scanned soft copy of the Training Offer Letter and the documents as mentioned below to the <acceptance@verzeo.com> within 2 working days from the receipt of this mail. The offer shall stand automatically withdrawn without further action on the part of VERZEO EDUTECH if we do not receive your acceptance as per the mentioned timeline.

I have read and understood the above terms and conditions and I accept this offer, as set forth above, with Verzeo Edutech, and will report on or before **21 April 2022**.

SIGNATURE: _____ (Candidate's Signature) DATE: _____

🔀 support@verzeo.com 💊 +91-8047166564



Training Policy

- By accepting this offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms.
- You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

<u>Working Hours</u>: 9 Hours a day (Inc. Lunch Break). <u>Job Type:</u> Full Time Training <u>Location:</u> Bangalore.

- During the training period you will not receive any of the employee benefits that regular employees receive.
- During the training period, the company will have all the rights to terminate your services without offering any reason.
- At any time if you wish to discontinue the training due to personal reasons, either you will have to pay a compensation equal to 1 month stipend or you are required to serve a notice of 30 Days.
- All the information acquired during the course shall be strictly confidential and you shall refrain from using it for your own purpose or from disclosing it to anyone outside of the Company.
- Upon conclusion of your tenure, you will immediately return to the Company all of its property, equipment and documents including electronically stored information.
- You will observe all policies and practices governing the conduct of our business and employees.
- Official communication either within the company or outside the company should be through the company Email of your manager only.
- Post successful completion of the Training tenure, the candidate will be prone to performance based pre-placement offers by the company.

SIGNATURE:	DATE:
(Candidate's Signature)	

🔀 support@verzeo.com 💊 +91-8047166564



ANNEXURE

Sl. No	Particulars	
1.	 Professional / Educational Certificates and Mark Sheets towards: 10^a standard or equivalent examination (Original MS for Verification) 12^a standard or equivalent examination (Original MS for Verification) Graduation Post-graduation / Doctorate Other relevant educational or skill certifications 	
2.	COLOR SCANNED COPY OF YOUR PHOTOGRAPHS	
3.	PAN Card, Voter ID or Driving Licence Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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1/01/805069



Dear Prathyusha,

We are glad to inform you that you have been selected with AgilePoint Software India for Software Engineer trainee. We would need you to acknowledge with you acceptance of joining AgilePoint Software India. Please confirm by Jan 14th 2022. If you have any questions. Please feel free to contact on 7760580225.



Yogesh Lakshmana | Product Development

Bengaluru | India

0: +91 80 42008040

W www.agilepoint.com

BUILD YOUR



Zucitech Software Solutions Pvt. Ltd. 1318, 2nd Floor, 80 Feet Road, Near Bangalore Central J.P. Nagar, Bangalore - 560078 Email: info@zucitech.com Call: +91-8660693247 www.zucitech.com

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD

Internship Offer Letter

August 30, 2022

P C Chandana Bangalore

Dear Ms. Chandana,

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD. (the "Company") is pleased to offer you the role of **Automation QA - Intern** with the Company, with a start date of <u>September 15, 2022</u>, or earlier, on the terms described below:

<u>Responsibilities.</u> To perform the activities required by your role; Activities are inclusive of, and not limited to: reviewing requirements and designing test cases, executing test cases and logging defects, preparing test artifacts and reporting statuses. You may be also required by the Company, at its sole discretion, to work on other projects and/or take up other responsibilities from time to time based on the exigencies of the Company's business.

<u>Stipend and Benefits.</u> Your stipend will be ₹3,50,000 on an annualized basis, payable according to the Company's normal payroll policy. You are required to strictly maintain the confidentiality of and not to divulge or communicate in any manner, any information regarding your stipend/terms of engagement to any other person and in particular to any employee of the Company. Such disclosure will be viewed seriously and you are liable for disciplinary action as per rules of the Company.

Leave Entitlement. You will be entitled to 9 working days semiannual leave for your internship period in addition to the National holidays.

<u>**Taxes.**</u> Your relationship with the Company will be that of an Independent Consultant. The Company will deduct taxes as applicable to Independent Consultants under the laws and acts in force but will not be responsible for paying any income tax, provident fund, professional tax or such other taxes as are applicable in the case of internship.

<u>Consulting Relationship</u>. Your consulting engagement with the Company will be "at will," meaning that either you or the Company may terminate your engagement at any time and for any reason, with or without cause, with a four-week notice period.

Upon receipt of any notice of termination from you, the Company may in its sole discretion relieve you of your duties before the expiry of the notice period by paying to you the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period. Further, the Company may (but is not obliged to) relieve you of your duties before the expiry of the notice period if you request to be so relieved and the Company agrees in its sole discretion to do so, subject always to your payment to Company of an amount equivalent to the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period.



<u>**Termination by Company.**</u> Notwithstanding the foregoing, the Company may, by a written notice, terminate your engagement without any prior notice or payment in lieu thereof if you commit any of the following matters:

- a. if you commit any act which in the opinion of the Company is likely to bring the Company, its affiliates or any of its officers or employee's into disrepute;
- b. if you commit any material breach of any of your duties or obligations under these terms and conditions;
- c. if you have been absent from work for continuous period of 10 days without prior permission from the Company (including absence when leave though applied for but not granted) and when overstayed for a period of 10 days (without prior permission of the Company);
- d. if you are discovered to have made or given any false statement of document testifying your ability or competence or relating to your state of health knowing that such statement or document is false; or,
- e. if you commit gross misconduct, fraud, dishonesty or willful disobedience of a lawful and reasonable request by the Company.

<u>On termination</u>. On termination of this contract, you will immediately, along with ensuring smooth transition of your work to your colleagues, return to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, literature, drawings, effect or records, etc. belonging to the Company or the Customer or relating to its business and shall not make or retain any copies of these items. Upon receipt of such assets, the Company management/HR shall inspect the same and if satisfied with respect to receipt of Company assets and smooth transition of your work, provide a no dues certificate to you in this regard. Any dues to be paid to you on your ceasing to be a consultant of the Company 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 provisions of law.

<u>Customer Confidentiality.</u> The Company would like to safeguard the interests and information of its customers. You will be required, as a condition of your internship with the Company, to sign the Company's enclosed standard Consultant Non-Disclosure and Confidentiality Agreement.

<u>Non-compete.</u> During the term of your engagement with the Company and for a period of 6 months thereafter immediately following the termination of your engagement with the Company for any reason, whether with or without cause, you shall not either:

- directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their internship, or join any other internshipor undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
- assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring any employees of the Company



- take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity; or
- join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company.

Guidelines concerning inventions and improvements.

Any invention, improvement or designs created or developed by you pursuant to your engagement with the Company as a consultant, whether conceived or developed alone, jointly or with others, shall to the fullest extent permitted by law be deemed "work-for-hire" under a contract of service and shall become the Company's exclusive property as per Section 17(c) of the Indian Copyright Act, 1957. Further, the Company shall be deemed the sole owner throughout the world of any and all intellectual property rights and all other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, with the right to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment to you whatsoever. You hereby waive all your rights, including moral rights, on any copyright work originated, conceived, written or made by you (either alone or with others) in connection with the business of the Company, during your engagement with the Company and agree not to claim that any treatment, exploitation or use of the said works infringes such rights. For purposes of this section the expression "the Company" shall in addition to Zucitech Software Solutions Private Limited, mean and include any company subsidiary to or affiliate with Zucitech Software Solutions Private Limited.

<u>**Term of Engagement with Customer:**</u> You will be associated with the Customer that you are assigned to, until the Customer ends the Company's agreement.

In the event the Customer ends the Company's agreement, the Company will put in its best efforts to engage you with another customer, provided there is a skill and role fitment. However, the Company is not obligated to such attempts and will not be held responsible should a suitable opportunity not arise in time.

<u>Outside Activities</u>. While you render services to the Company, you agree that you will not engage in any other, consulting, or other business activity without the written consent of the Company.

<u>Human Resources Related Queries.</u> Any Human Resources ("HR") related queries will be addressed by the Company's HR team and the HR Handbook for policies and guidelines and these shall be updated from time to time with approval from the board of directors.

<u>Conflict of Interest.</u> You shall be required to report to the Company if any member of your family, or close relatives, is engaged in any trade or business which supplies goods and/or services to the Company, or are dealers of distributors for the Company or have any other type of business relationship with the Company. You would also be required to intimate the Company management if any family members or close relatives are engaged in similar or competitive line of business.



No restrictions. By signing this letter agreement, you represent and warrant to the Company that you are under no contractual commitments inconsistent with your obligations to the Company.

Reasonableness. You acknowledge and agree that the provisions contained in this appointment letter are reasonable for the legitimate protection of the business and goodwill of the Company and no separate consideration is required to be paid therefor. However, if any provision hereof is held to be invalid, illegal or unenforceable in any respect under any law, the validity of the remaining provisions contained herein shall not in any way be affected thereby.

Amendment and Governing Law. This letter agreement may not be amended or modified except by an express written agreement signed by you and a duly authorized officer of the Company. The terms of this letter and the resolution of any disputes hereunder will be governed by Indian law and subject to the jurisdiction of courts in Bangalore, Karnataka, India.

[Signature Page Follows]



If you wish to accept this offer, please sign and date both this letter and the enclosed Consultant Non-Disclosure and Confidentiality Agreement, scan them and send them back to us. This offer, if not accepted, will expire at the close of business on September 15, 2022.

We welcome you to ZuciTech and wish you a rewarding career.

Sincerely,

ZUCITECH SOFTWARE SOLUTIONS PVT. LTD.

By:

(Signature)

Name: CHETHAN KUMAR U

Title: <u>Director</u>

ACCEPTED AND AGREED:

P C CHANDANA

(Signature)

Date

Anticipated Start Date: September 15, 2022



KSSEM PLACEMENTS CELL <placementcell@kssem.edu.in>

Fwd: Wipro Offer Letter

1 message

Hemanth Pagadala <pagadalahemanth07@gmail.com> To: KSSEM PLACEMENTS CELL <placementcell@kssem.edu.in> Tue, Apr 5, 2022 at 7:21 PM

Superset ID:1753159 Name:Pagadala Hemanth Usn:1KG18CS071 Email:pagadalahemanth07@gmail.com Contact no:6302299227

------ Forwarded message ------From: **Wipro offer letter** <wipro+email+3svma-96eff8748a@talent.icims.com> Date: Tue, 5 Apr 2022, 9:59 am Subject: Wipro Offer Letter To: <pagadalahemanth07@gmail.com>

April 5, 2022

Dear Pagadala Hemanth,

Congratulations! We are pleased to offer you the position of **Project Engineer** at Wipro.

Please click on the below link to review and accept your offer letter at the earliest using a desktop/laptop.

Note : You will not be able to save offer letter copy if you open the below link through a Mobile Phone.

We request you to accept the iCIMS Offer Letter within **15** days from the receipt of the offer Letter, failing which we will be forced to infer that you are no longer interested to be a part of Wipro fresher hiring process.

Steps to follow to accept and save the Offer Letter

To save your copy of Offer Letter, please open this email on desktop/ laptop, login to below mentioned acceptance link, click on Accept -> click on signature check box -> Click on "Submit and Print" -> Click on "web browser" - > ctrl+P -> save as pdf -> save -> select destination on your system to download.

Please note - You will not be able to access the Offer Letter again if you close the window without saving your Offer Letter as the link will expire and will not be able to access the link to open offer page to download the offer letter.

Please click on the link below to review and accept your offer letter at the earliest using a desktop/laptop. Click to Complete

Your Login Information: Login Name: pagadalahemanth07@gmail.com (If you do not know your password, you can reset it by clicking here.)

If you have any questions about the details of your offer or about employment at Wipro, please reach out to manager.campus@wipro.com

Thanks and Regards, Campus Offer Generation Team https://mail.google.com/mail/u/0/?ik=d29d334aff&view=pt&search=all&permthid=thread-f%3A1729276609917742471&simpl=msg-f%3A17292766099... 1/2 |Global Campus Hiring Team| Wipro Limited|

This message was sent to pagadalahemanth07@gmail.com. If you don't want to receive these emails from this company in the future, please go to: https://wipro.icims.com/icims2/?r=5EC824251162&contactId=20987748

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Mob: 94809 81167



A R FINANCIALS Your Finance Partner

57, Salarpuria Triton, Novel Business Park, 13th Cross, Gajendra Nagar, Bengaluru - 560 030. E-mail : arfinancials05@gmail.com

Date: June 3, 2022

To, Pavan.

Subject: Offer letter

Dear Pavan,

With reference to your application and subsequent interview you had with us, we are pleased to offer you onboard with following terms &conditions: Designation: Business Development Manager

- 1. You will be paid an annual CTC Salary package of INR 3,00,000. The compensation would be paid monthly between 1st and 3rd of every month based on the attendance in the previous month. Please refer the Annexure-1for the CTC breakup and attendance criteria.
- 2. You will also be entitled for incentives based on your performance and achievement of sales targets. These incentives will be announced every month while deciding the target for the month.
- 3. The company will provide a detailed attendance, leave, incentives, growth and communication policies on your joining date.
- 4. You will be responsible for selling the courses offered by the company to the potential students. The company will provide you the required training of the product and you will be closely working with your reporting manager. Your reporting manager will be assigned to you after the training period.
- 5. The company will carry out a detailed performance review every six months and the salary will be revised every six months based on the performance.
- 6. If you are working from home, you will be required to have a dedicated laptop, good internet connection, android smartphone and dedicated SIM for the official purpose. The cost of all this infra is to be borne by you only.
- 7. From the date of commencement of your duties i.e., from June 6, 2022, you shall be on probation for a period of 2 months. This will primarily be your training period and based on your performance in this period, your future engagement with the company will be decided.
- 8. After completion of the said probation period, and the company being satisfied that you have successfully completed your probation period (the management's decision in this regard shall be final and binding on you), then your appointment in the company will be confirmed on email.
- 9. The company shall be entitled to carry out the statutory deductions from your salary in accordance with the existing regulations/policies and any additions/ modifications to the regulations/policies from time to time including any contributions to be made from your side as per the relevant provisions of the law.

- 10. While serving the company, you shall give and devote the whole of your time exclusively to your duties with the company. You are not allowed to engage yourself directly or indirectly without the prior consent in writing of the company with or without remuneration in any trade, business, occupation, employment or service.
- 11. Notwithstanding anything to the contrary contained herein, the company shall be entitled to terminate your appointment without any notice or payment of any kind whatsoever in lieu of notice or otherwise in the case of any act, of dishonesty, disobedience, insubordination, incivility, intemperance, neglect of duty, irregularity in attendance, low performance or the breach of any of the terms & conditions and stipulation contained herein.
- 12. You will inform us in writing of your local address as well as permanent address. You shall also keep us informed of your social status, if any, at any time during the course of your appointment with us your address or social status changes, it will be your responsibility to keep the company informed in writing about such changes immediately within a period of fortnight of its occurrence.
- 13. All Intellectual Property rights in any work or material developed/co developed/conceptualized directly or indirectly by you during the course of your employment shall be considered 'Works made for Hire' under the Intellectual Property laws and shall belong to and be the property of the Company and you confirm and accept that you shall not be entitled to claim any rights over any such Intellectual Property. If required by the Company, during or after the Employment Period, you shall assign and transfer in favour of the Company or, at the request of the Company, in favour of any of its subsidiary, affiliate or customers, all Intellectual Property rights in such works or materials and shall execute such deeds and documents, as the Company may require, to effectually vest in the Company, any of its subsidiary, affiliate or customers as the Company may require, any and all Intellectual Property rights and benefits in such works or materials.
- 14. During the Employment Period and for a period of at least six months after the Employment Period, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company

15. If any dispute arises between any of the Parties hereto, during the subsistence of this Agreement or at any time thereafter, in connection with this Agreement, the dispute shall be settled by arbitration to be conducted by a sole arbitrator appointed by the Company in accordance with Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Bangalore and shall be conducted in English. Please return the attached duplicate copy of this letter duly signed (on each page) and dated as a token of your acceptance of the terms and conditions of this contractual appointment.

With Regards,

For A R Financials



Royce Vincent Partner Date: 3rd June, 2022

ANNEXURE 1

Annual Salary Break up

SALARY HEAD	AMOUNT
ANNUAL FIXED SALARY	1,80,000
INCENTIVES**	90,000
ANNUAL BONUS*	30,000
TOTAL CTC	3,00,000

Being a fresher, you will be appointed as a trainee for a period of 3 months and your fixed pay will be 8,000 p.m. + incentives. Post which your performance will be taken into consideration and salary will be revised to the above criteria or even more.

* Bonus will be paid after completing one year with the company.

**Incentives will be paid on a monthly basis based on the performance and target achievement.

Attendance policy

• Daily attendance will be based on the talk time or biometric (Depending on your place of work).

• The company will provide an android app to automatically track the talk time of the calls.

• You will be provided with detailed attendance and leave policy on your date of joining.



APPOINTMENT LETTER

April 5, 2022

Dear POOJA C,

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 4/5/22, 2:39 PM https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite Offer letter template 2022&user=24...

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 $^{\mbox{th}}$ Standard or equivalent education.

ii. You have not scored minimum aggregate marks of 60% in your 12 th 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 POOJA C, 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: POOJA C

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

https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_template_2022&user=24247660&item=6... 10/11

4/5/22, 2:39 PM https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Elite_Offer_letter_template_2022&user=24...

& 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 POOJA C 5/4/2022 2:39 PM

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

 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

24247660



12th May 2022,

Ms. Pooja J

EMPLOYMENT CONTRACT

Dear Pooja

Subsequent to the discussions between Avaali Solutions and yourself, we're pleased to make an offer of employment on the following terms and conditions:

- 1. Appointment:
 - a. You will be appointed as an Intern for the first 6 (Six) months during the training period and upon completion of training period you will be confirmed as Associate Consultant (Career Level T1A).
 - b. Your commencement will be not later than at 9.00 am on 16th May 2022.
 - c. You shall be based in Bangalore but will serve the company at any of its offices, subsidiaries, or associate companies in any location within or outside India
 - d. On joining, you shall report to Jaideep M S and in his absence any other person nominated by him.
 - e. Your employment is subject to your providing documentary proof of your last drawn salary, educational qualifications, and work testimonials if any, and is also conditional upon you being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.
- 2. Remuneration
 - a. Your annual CTC will be Rs. 3 (Three) lakhs per annum. However, for the first 2 months you will be paid a salary of Rs.10000/- (Ten Thousand) only. The difference in your salary for the first two months will be paid after 12 months of your association with us.
 - b. You shall be paid a basic salary of INR 92,580 per annum.
 - c. In addition to (a) above you shall be entitled to a Flexible Compensation Plan of a sum of INR 1,60,810 per annum. A detailed schedule of Flexible Compensation plan is attached as Appendix A
 - d. The sum total of (a) and (b) above is referred to as "Total Fixed Pay". Your Total Fixed Pay will be INR 2,64,500 per annum
 - e. Your eligibility for initial salary reviews will be after completion of 12 months from the date of joining and your salary review will take place along with the general review date for all Avaali employees on a pro-rated basis. This will be based on your work performance increments are therefore granted on merit only.



3. Acceptance and

commencement:

- a. Based on our discussions, you have confirmed that you will be able to join the Company on 16th May 2022. By signing this offer letter, you confirm your commitment to honor this, unless otherwise agreed by the company in writing.
- b. Any request for change in the date of joining must be sent to guruprasad.m@avaali.com at least 5 days prior to the joining date. If you do not join as per the joining date or send a mail requesting for date change at least five days prior to joining date, this offer will automatically lapse and will be deemed invalid.
- c. This offer letter will be deemed invalid if we do not receive your signed acceptance within 5 calendar days from the date of offer.
- d. At the time of joining, you agree to provide all documentation as detailed in Appendix B.
- e. You are required to carry two hard copies of this letter, both signed by you. One will be retained by you and the second will be handed over / couriered to Avaali on the date of joining.
- 4. Variable Pay
 - a. You will be eligible for performance variable for a full year's service or pro-rated as the case may be.
 - b. Variable pay will be calculated based on your performance rating and assessment at the end of each year
 - c. You will be entitled to variable pay only upon confirmation (i.e. At the end of probation period as per Clause 5 below). This will be based on your tenor in the company for the year and therefore will exclude any leave without pay that you may have availed during this period.
 - d. So long as your confirmation takes place before March 31st of the current financial year, your variable pay computation for the first year will be done from the date of joining until March 31st of that financial year.
 - e. Your variable pay will be computed based on your performance for the financial year. The pay-out will be made in May of the subsequent financial year. So for example the pay-out for the financial year April 2022 to March 2023, will be paid in May 2023.
 - f. You will need to be on the salary payroll of the company as of May of every financial year, to be eligible for variable pay. You will not be entitled to any variable payout if you are either serving notice period or if you are no longer in employment with or on the payroll of Avaali as of May.
- 5. Probation
 - a. You will serve a probationary period of six months. Upon satisfactory completion of a formal appraisal, you shall be confirmed in the permanent establishment of the company
 - b. The company reserves the right to extend the probationary period or invoke Clause 12a of this contract in the event that your performance does not meet expectation.



6. Performance of Duties &

Conflict of Interest

- a. You shall at all times be required to carry out such duties and responsibilities as may be assigned to you by the company and shall faithfully and diligently perform these in compliance with established policies and procedures endeavouring to the best of your ability to project and promote the interests of the company
- b. You shall not except with the written permission of the company engage directly or indirectly in any other business, occupation, or activity whether as principal-agent or otherwise which will be detrimental whether directly or indirectly to the company's interests
- c. You shall keep strictly confidential details of your salary and employment benefits within and outside the company
- d. You shall not disclose or divulge any confidential information related to the company's business or its customers which may come to your knowledge or possession during the tenor of your employment, and which should not be disclosed or made public save in the course of the proper execution of your duties
- e. You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to keys, access cards, diskettes, photograph or such other proprietary information relating to the company's business
- f. You shall not for a period of 1 year after the termination of your employment directly or indirectly compete with the company and will not become an employee of any other entity (including client) which carries on or controls a business which is in competition with the business of the company (including any principal vendor of Avaali). Without prejudice to the generality of the foregoing, you will not directly or indirectly own, operate, manage, join, control or participate in the ownership, management, operation or control of such entity whether in corporate, proprietorship or partnership firm or otherwise
- g. You shall at all times conduct yourself in an ethical, professional and honest manner. You or your immediate family member shall not use your position in Avaali for personal gain or take advantage of a business relationship which Avaali may have with the customer, partner or supplier. Should there be any instance of your family member or you using your position to threaten, coerce or cajole favours for personal gain from a customer, partner or supplier, you will be dismissed instantly and prosecuted to the full extent of the law

7. Annual Leave

- a. Post completion of your probation period, you will be entitled to an Annual Leave of:
 - 15 days of Privilege Leave (PL) in a calendar year or pro-rated as the case may be from the date of confirmation. The employee will eligible for such PL calculated at 1.25 days leave for every month of service.
 - 10 days of sick leave as per company policy.
- b. An employee on probation will be eligible for 5 days of Sick Leave or pro-rated as the case may be
- c. All leave will be as per the company policy that will be enforced from time to time



8. CHANGES TO POLICIES: The company may at any time and in its sole and absolute discretion modify, vary, suspend and amend any policies from time to time.

9. INTELLECTUAL PROPERTY RIGHTS

The company retains ownership of the intellectual property rights relating to inventions, patents and copyrights concerning work undertaken while in the employment of the company and you shall co-operate fully in transferring, registering or in any way securing such rights for the benefits of the company and / or defending such rights as may be required of you by the company

10. TRAVEL / TRANSPORT BENEFITS

The company shall provide you with reimbursements or allowances for cost incurred in travelling on company's business in accordance with prevailing company policy

11. TAXES

a. The company shall not bear any personal income tax on salary, allowances or benefits paid or deemed to be paid to you

12. WORKING HOURS

Normal hours are determined by the company but you shall undertake to work outside of these hours, where necessary and reasonably required, in response to work exigencies. Our current standard working hours are 9:00 AM to 6:00 PM, Monday – Friday.

13. TERMINATION OF EMPLOYMENT

- a. Either the company or you may at any time terminate this agreement by giving in writing to the other party THREE months' notice or in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period or remaining period of notice. It is however the discretion of the company to consider accepting payment in lieu of notice period. Such decision ultimately rests with the company management.
- b. Accrued leave is not to be offset from the notice period except with the express written permission of the company
- c. For the avoidance of doubt, all service benefits associated with your employment will cease on your last day of work with the company whether or not there has been a waiver of the said notice period or payment of monies in lieu thereof by either party
- d. The company shall have the right to terminate your employment without notice or payment in lieu thereof if;
 - i. Your performance does not meet the company expectation
 - ii. You commit any material breach of any of your duties and responsibilities under this contract
 - iii. You are dismissed on grounds of misconduct which contravene the express or implied conditions of your employment



iv. You become

insolvent or bankrupt or are charged

- with any criminal offence which is prejudicial to the interests of the company
- v. he company is restricted from continuing to employ you by reasons of any other legal incapability
- e. You undertake to return in good working condition save for normal wear and tear all property belonging to the company at the end of your employment and agree to reimburse to the company for all losses if the property is lost or damaged
- 14. BUSINESS ATTIRE
 - a. While Avaali believes in comfort and flexibility in the work place, we also believe that it is important to create a professional and business like image. Our dress code for all male staff is long sleeved shirt with a tie, long trousers and co-ordinating shoes and socks. For staff who have customer contact, a suit, coat or jacket is recommended. Female staff members are required to be in formal Western or Indian business wear
- **15. RETIREMENT**
 - a. You shall retire on your 60th birthday or the last day before this if your birthday does not fall on a working day
- **16. ALTERATIONS**
 - a. The above terms may be modified by the company from time to time in writing and such variations shall be binding on you
- **17. JURISDICTION**
 - a. Any dispute arising out of the employment terms of service shall be subject to the jurisdiction of a competent court in Bangalore, India
- 18. CODE OF CONDUCT
 - a. You shall dutifully observe the Company's Code of Conduct which forms an integral part of the employment contact

On behalf of Avaali Solutions, I'm delighted to extend this offer and ask that you confirm your acceptance by signing and returning the duplicate copy of this letter within 1 day of the date indicated above, beyond which the offer will automatically been lapsed.

I accept the terms and conditions:

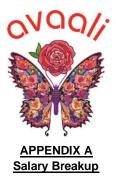
Yours sincerely,

FOR AVAALI SOLUTIONS PVT LTD

dul IDYA KANNAN

SRIVIDYA KANNAN FOUNDER, DIRECTOR

Date:



Avaali Solutions Private Limited Annexure to offer letter Career Level: T1A Designation: Associate Consultant

Salary Break up

Payslip Components	Monthly (Rs.)	Annual (Rs.)	Remarks
Basic	7,715	92,580	
HRA	3,086	37,032	
Education allowance (Ref Note 1)	200	2,400	
Supplementary allowance (Ref Note 3 to 6)	10,115	1,21,378	
Total monthly (A)	21,116	2,53,390	
Retiral Benefits: Provident fund (12% of the basic salary)	926	11,110	The employer contribution of Provident Fund.
Total retirals(B)	926	11,110	
Total Fixed Pay (A+B)	22,042	2,64,500	
Other benefits			
Medical insurance		- /	Please see the note section
Total benefits(C)	-	5,500	
Total Gross(A+B+C)	22,042	2,70,000	
Variable pay			
Performance linked variable pay (D)		30,000	
Compensation towards contribution (CTC			

Notes forming part of salary breakup

- 1. Education Allowance to meet the cost of children's education and it is not taxable to the extent of Rs.100 p.m. per child (for a maximum of 2 children).
- 2. Supplementary Allowances includes LTA amount of Rs. 40,000 p.a. As and when you travel on leave and submit the expenses statement with supporting receipts, benefits can be availed as per Sec 10(5) of the IT Act.
- 3. Supplementary Allowances may also include Gift Vouchers given on any occasion as decided by the Company, up to a maximum of Rs.5,000 p.a. for which an exemption is available as per Rule 3 of IT Act.



- 4. Telephone reimbursement of Rs.24000 p.a. This amount will be taken out of Supplementary Allowances for which an exemption is available as per Rule 3 of IT Act. This is made optional to the employees.
- 5. Supplementary Allowances also include food coupons amounts to Rs.13200. for which an exemption is available as per Rule 3 of IT Act. This is made optional to the employees.
- 6. Note that applicable Income Tax and Professional Tax will be deducted every month from the monthly salary payable.
- 7. Note that employee PF contribution @ 12% of basic pay and this will be deducted every month from the monthly salary payable. Avaali opted under minimum basic wages as per PF Act i.e., Rs.15000

Benefits applicable for current Company financial year:

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

1. Effective your date of joining, you will be eligible for medical Insurance for self, spouse and 2 dependent children up to **INR 100000 per annum** per life. Insurance Premium for this will be paid by the company. Post completion of probation Rs.200000 per annum per life will be covered.

You have the option of availing Avaali negotiated rates to cover your parents and any additional child under a separate Insurance plan up to below limits. The premium for this will have to be treated as below. This plan allows for coverage of pre-existing ailments. The policy will be valid so long as you are on employment with Avaali and will be renewed annually.

- Parents medical insurance coverage will be INR 2,00,000 per life.
- You have the option of availing parental insurance premium at company negotiated rates and you will have to bear 100% of parental insurance premium. Premium will deduct in two equal instalments. However, this is completely optional.
- Option to choose medical insurance policy as self or parental policy will be made only once. Changes are not allowed during middle of the policy term.
- 2. Personal Accident coverage for self, up-to Rs. 3,00,000
- 3. Gratuity as per The Payment of Gratuity Act, 1972
- 4. Internet expenses will be reimbursed as per company policy (This is applicable post completion of probation).

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the benefits above.



APPENDIX B

Below list of documents required to be submitted on the date of joining.

- Two copies of your recent passport size photographs (mandatory to be submitted on day 1)
- PAN card copy (mandatory to be submitted on day 1)
- Aadhar Card Copy.
- Signed hard copy of the offer letter (mandatory to be submitted on day 1)
- Copy of Degree/PG/Diploma (wherever applicable) certificates
- Copy of all semester mark sheets (last semester mandatory)
- Passport copy, if available (if not please apply immediately)
- Bank Account details (Cancelled cheque)
- Temporary & Address address proof.

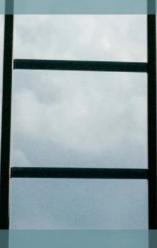
Copy of Aadhaar Card or copy of receipt of Aadhaar enrolment number which we request you to voluntarily provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications.

All the above documents need to be self-attested.

Welcome, Pooja P.



This is an employment agreement that highlights the terms of employment and some language which is mandatory for us from a compliance standpoint. All of this is pretty standard. Don't get overwhelmed. You will be working in a safe place. Do read through, sign it (you can do that in Adobe PDF) and send it to us. If you have any questions, do not hesitate to reach out to us.



Sathya Das, Director - Talent Development | Sathya@Diagonal.ai

Employment Agreement

Date: 26-06-2022



From:

Diagonal Consulting LLP

E203 Concorde Manhattans, Electronic City, Bangalore 560100

To:

Pooja P.

Re: Employment with Diagonal Consulting LLP

Dear Pooja,

We are pleased to offer you ("**You**" or the "**Employee**") employment in Diagonal Consulting LLP, having its office at E203 Concorde Manhattans, Electronic City, Bangalore 560100 ("**Employer**") on the following terms and conditions:

(1) Type of employment

The Employee will be employed on the following basis: full-time.

(2) Commencement of Employment

(a) Your employment with the Employer ('Employment') shall be effective from the Commencement Date, which shall be the later of:

(i) 01-08-2022 and

(ii) You providing the Employer with copies of your passport or birth certificate and all documents pertaining to your educational and professional qualifications and references from your previous employers (if any) to the Employer's satisfaction.

(b) You shall be employed with the Employer as Analytics Consultant. The Employer reserves the right to change your designation from time to time at its sole and absolute discretion.

(c) Your period of continuous Employment with the Employer shall be calculated from the Commencement Date.

(d) You warrant and represent to the Employer that you will not breach any obligation binding on you by reason of entering into this letter agreement or performing any of your duties and obligations under it or other third party contractual obligations.

(e) You warrant that all the information relating to you and provided by you to the Employer is true and accurate.

(3) Probation

(a) You shall be on probation for a period of 6 Months from the Commencement Date. During this period the Employer may terminate your Employment by giving you 30 days prior written notice of termination. You may terminate the Employment during the probationary period by giving the Employer 30 days prior written notice of termination. It is clarified that during the probationary period if you give the Employer prior notice of less than 30 days or purport to terminate the Employment prior to the completion of the 30 days notice period, you hereby agree to pay the Employer the proportionate part of your salary for that part of the notice period that is not fulfilled.

(b) At the end of the probationary period, the Employer shall:

(i) If satisfied with your performance and suitability for continued employment confirm the same in writing, or

(ii) Terminate your Employment upon giving you 30 days prior written notice of termination.

(4) Compensation & Benefits

(a) As compensation, you shall be entitled to receive Rs. 15,000 (Rupees fifteen thousand only) per month for the 1st 3 months of training period. From 4th month onwards you shall entitled to receive a CTC of Rs. 4,00,000 (Rupees four lakh only) per annum fixed compensation.

(b) This shall accrue on a daily basis and be payable in the following periodicity in arrears by the 10 of the subsequent month by transfer to your bank account. It is clarified that 'CTC' shall comprise your total cost to the company and includes all payments made and benefits provided by the Employer directly or indirectly to or on your behalf, whether as salary or otherwise.

(c) The Employer will formally review your performance annually, in March of each year. However, if you have not completed 6 months of Employment by the last date of March, your first review shall take place in the following March and on an annual thereafter.

(d) The Employer is under no obligation to increase your CTC as a result of any review in performance. Any revision in the CTC following a review shall be effective from and subject to such terms and conditions as the Employer shall deem fit.

(e) The Employer may, in its sole and absolute discretion and based on your performance, pay an annual bonus ("Bonus") of up to 10% of your fixed CTC. While determining the Bonus payable (if any), the Employer may consider the regular feedback received about your performance from clients, managers and co-workers. The decision of the Employer in this respect shall be final and binding.

(f) To be eligible for consideration for the Bonus, you must have completed the following period: 1 Year of continuous service with the Employer, however based on your performance company may consider you for a pro rata Bonus payout before the completion of 1 Year. To receive the Bonus, you must be in service and not under any notice of termination on the date appointed for payment of Bonus. The Bonus, if any, shall be announced and paid on the dates specified by the Employer from time to time at its sole and absolute discretion.

(g) The Employee acknowledges and agrees that the compensation, as described in the preceding sub-clauses hereof, is the sole monetary compensation to which the Employee is entitled in consideration for the Employee's fulfilment of the Employee's Duties.

(1) The Employee acknowledges and agrees that if the Employer provides any additional monetary compensation to the Employee (such as bonuses), in addition to the compensation as described in the preceding sub-clauses hereof, such additional compensation will be payable entirely at the Employer's discretion.

(h) It shall be your sole responsibility to meet all requirements under Indian tax laws in respect of all payments made or benefits given under this Contract including proper and timely tax compliance and the Employer disclaims liability for any taxes and other imposts for which you are liable personally. The Employer shall be entitled to make such deductions which, in its opinion, are necessary and appropriate from any payment made or benefit given in connection with the Employment that require such deduction to be made by the employer and the Employer shall provide the Form 16 to the employee evidencing the deductions made.

(i) No liability shall attach to the Employer for your failure to pay any such taxes and imposts and you agree to indemnify and keep indemnified and hold harmless the Employer from and against any and all losses, costs, expenses, claims or demands which the Employer may pay, incur, suffer or sustain directly or indirectly arising out of or in relation to or howsoever connected with your failure to pay such taxes or imposts.

(j) The Employer shall be entitled, at any time during your employment, or in any event on the termination of your employment, howsoever arising, to deduct from your remuneration and any sums reimbursable to you by the Employer, any monies due from you to the Employer including, but not limited to any outstanding advances, payment for excess holiday, overpayment of salary and any other monies owed by you to the Employer pursuant to your employment with the Employer under this letter agreement.

(5) Duties & Obligations

(a) The Employee will be required to perform all tasks and will be required to accept all duties and responsibilities as reasonably requested by the Employer from time to time ("the Employee's Duties"). In particular, the Employee will have the following duties:

- Provide technical skills in a pre-sales and post-sales capacity for customers to support successful understanding, evaluation and adoption of solutions implemented in Data, Analytics

- Adapt architecture and design from Solution Architects into execution, bootstrap, and/or implement strategic customer projects

- Build references architectures, how-tos, and demo applications for customers
- Provide escalated level of support for critical customer operational issues
- Implement, and/or validate integrations with 3rd party applications

(b) Your duties include those duties that would reasonably be expected to fall within this job title or such other duties, consistent with your status, as may reasonably be assigned to you from time to time to meet the needs of the Employer.

(c) The Employer may from time to time make changes to the position description or to the Employee's Duties, provided that such changes are reasonable in the context of the Employer's industry and in the context of the Employee's position.

(d) The Employer and the Employee may from time to time agree to make changes to the position description or to the Employee's Duties.

(e) The Employee agrees to perform the Employee's Duties in accordance with:

(i) this Agreement; and

(ii) the directions, instructions, requests, and orders of the Employer; and (iii) any of the Employer's guidelines, practice manuals, policies or procedures as they exist from time to time.

(f) The Employee must perform the Employee's Duties in good faith having regard to the best interests of the Employer, and in a careful, conscientious and professional manner and to a standard that can reasonably be expected of somebody with the Employee's level of skill, training and experience.

You shall:

(g) Devote your whole time, attention and ability solely and exclusively towards the performance of the duties and responsibilities assigned to you by the Employer from time to time during the Employer's normal business hours and at such other times as may be necessary;

(h) You shall abide by the Employer's HR Policy notified to you from time to time and in the event of a conflict between the provisions of the HR Policy and this Contract, it is hereby agreed that the provisions of this Contract shall always prevail.

(i) Properly and faithfully serve the Employer and use your best endeavours to protect and further the interests and reputation of the Employer.

(j) Except when prevented by any emergency, illness or accident you will devote the whole of your attention and skill to the affairs of the Employer and use your best endeavors to promote its interests. You shall adhere to, execute, and fulfill all policies established by the Employer.

(6) Location of Employment

(a) The Employee must work from such locations as the Employer directs from time to time.

(b) You hereby agree to travel to such parts of India and the world as necessary for the discharge of your duties as the Employer may direct or authorise.

(7) Office hours

(a) The Employer's normal business hours are:

Monday to Friday 9 AM to 6 PM

(otherwise than on all holidays as notified in writing by the Employer from time to time).

(b) The Employee will be expected to work 40 hours a week.

(c) The office hours may be amended by the Employer from time to time. However, the Employer has the right to require you to work such further hours on weekdays/weekends and on other notified holidays,

(8) Holidays and Leave

(a) You will be entitled to 10 public (preferred) holidays in every calendar year in addition to such public holidays as may be notified by the Employer from time to time.

(b) You will be entitled to 12 days paid leaves in a 12-month period on an accrual basis. Any un-availed paid leave in excess of 12 days, at the end of the calendar year will lapse automatically

(c) You are also entitled to 12 days of casual/sick leave in a year. Casual/sick leave cannot be carried forward. Casual/sick leave balance, if any, at the end of the calendar year will automatically lapse.

(d) If you are absent from work and such absence has not been previously authorised by the Employer as provided herein, you must inform your Manager of such absence with reasons as soon as practicable, but not later than on the morning of the first day of such absence.

(9) Sickness

(a) Any leave taken by you for illness, sickness or injury will be deducted from your casual/sick leave entitlement.

(b) If you are absent from work due to illness, sickness or injury for a period exceeding 3 days, you must give us a medical certificate certifying such illness, sickness or injury on the fifth day following the first day of absence. For any absence thereafter, you shall upon our request provide a further medical certificate to the Employer certifying the continuance of the illness, sickness or injury.

(10) Confidential Information & Trade Secrets

(a) During the course of Employment, you will have access to information (whether or not recorded in writing or on computer disk or tape) which the Employer treats as confidential or which has the necessary quality of confidentiality.

(b)Further, you understand that the Employer from time to time has in its possession information which is claimed by others to be proprietary and which the Employer has agreed to keep confidential. You agree that all such information shall be Proprietary or Confidential Information for purposes of this Agreement.

(c) Without limiting the foregoing, Confidential Information shall include:

(i) Intellectual Property and Developments including technical data, and information relating thereto or any part thereof; any devices designed by the Employer or its affiliate, trade or business secrets of Employer or its affiliate;

(ii) Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales figures, financial statements, costing, profits, profit margins, profit expectations and inventories of the Employer and/or affiliates; commercial arrangements and negotiations, unpublished accounting information, business strategies, business plans, research and development projects, product formulae, processes, inventions, programs, designs, specifications, discoveries or know-how;

(iii) Confidential or proprietary information received from third parties and the identity of the Employer's clients and investors, any and all information, material and data provided by any client of the Employer or its affiliates;

(iv) sales statistics, marketing surveys and plans, forecasts, budgets, costs, profit or loss, names, addresses and contact details of customers and potential customers or suppliers, licenses, prices, costs and employee, customer and supplier lists, any other information or knowledge gained from the Employer or in the course of Employment;

(v) Information concerning the Employer or affiliates' organizational and personnel matters (including employment related matters, contact details of any employee of the Employer or its affiliates, training material used by the Employer or its affiliates), policies and procedures data and information relating to IT security protocols, all passwords and software used, owned leased and / or otherwise in the possession of the Employer or its affiliates;

(vi) Manufacturing, distribution and technological data used in conducting the business of the Employer, including details as to procurement, distribution, procedures and strategies, the fees, discounts, commissions and other credits of the Employer or Affiliate;

(vii) Business data, particularly data relating to new products, projects, services, promotion campaigns, plans for future development, strategies, pricing agreements and joint ventures in which the Employer or affiliates is/are involved;

(viii) All data in respect of consultants, agents, representatives of the Employer and/or affiliates including details of their effectiveness and compensation, and commission;

(ix) Details of this Agreement, including information and details relating to the Employee's salary and other benefits;

(x) Information which, to Employee's knowledge, is not intended by the Employer for general dissemination;

(xi) Information received by the Employer and/or Affiliate from third parties under obligation of confidentiality;

(xii) Any information derived from any of the above;

(xiii) Any copies of the abovementioned information;

(d) You shall:

(I) Keep secret and shall not, at any time either during the Employment or for the following period: 1 year after its termination, for whatever reason and whether directly or indirectly, use, disclose, divulge, communicate or reveal to any person (natural or artificial) for your own or another's benefit, any Developments or confidential, proprietary or secret information which has come to your knowledge during the course of the Employment without the prior written consent of the Employer

(II) Use your best endeavours to prevent the publication, disclosure or use of any such Confidential information.

(e) The above restrictions shall not apply to divulging/disclosing information to such persons as may be authorised by the Employer in the course Employment. The Employer's decision as to who shall be permitted to disclose such cConfidential information shall be final and binding on the Employee.

(f) Further, the aforesaid restrictions shall not apply to the disclosure of any information which:-

(i) Is or becomes generally available to the public, other than as a result of your disclosure;

(ii) Is disclosed to you by any third party otherwise than in breach by such third party of any obligation of confidentiality to the Employer;

(iii) Is required to be disclosed by any applicable law, regulation or order of the Court or by any competent judicial, regulatory, governmental or other authority or governmental agency.

For the avoidance of doubt, the termination of this letter agreement or variation of any of its terms or conditions for any reason shall not affect the obligations of confidentiality set out above, except that they shall cease to apply to any information or knowledge which may come into the public domain other than by way of unauthorised disclosure in breach of the above obligations by you.

(g) During the term of employment, the Employee will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employer or any other person to whom the Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Employer or Employer's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality, unless consented to in writing by such former employer or person.

(h) It is hereby clarified that the Employee shall be permitted to take an independent regular membership of nonprofit organisations such as ASSOCHAM, ICAI and similar organisations provided however that the employee shall not (a) act as a consultant to any entity or organisation other than the Employer; (b) share or disclose any information of the Employer including Confidential Information, or act as a representative of the Employer at such organisations unless specifically authorised in writing by the Employer.

(11) Intellectual Property

(a) The Employee represents that he/she does not own any Intellectual Property prior to the Commencement Date.

(b) You shall promptly and fully disclose to the Employer and keep confidential all inventions, discoveries, trade secrets, copyright works, designs or technical know how and improvements, whether or not patentable, and whether or not they are made, conceived or reduced to practice during working hours or using the Employer's data or facilities, which you develop, make, conceive or reduce to practice during your engagement, either solely or jointly with others (collectively, the "Developments") in the course of your Employment. All Developments shall shall be the sole property of the Employer and belong to and be owned exclusively by the Employer, and you hereby irrevocably, absolutely and perpetually assign to the Employer, without further compensation, worldwide rights in respect of all of the right, title and interest in and to the Developments and any and all related patents, patent applications, copyright applications, trademarks, trademark applications and trade names in India and elsewhere free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of the Employer.

(c) The Employee agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Developments, however and whenever produced (whether by Employee or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Employer upon its creations and any copies thereof returned to the Employer upon termination of Employee's employment for any reason.

(d) The Employee agrees that the exclusive ownership of all content and/or part of Developments that is not protected under copyright laws and /or other intellectual property law and/or that is not patentable shall be automatically and irrevocably transferred to the Employer from date of creation.

(e) To the extent any assignment of the Developments cannot be made to the Employer or its designees, at present, the Employee hereby irrevocably, absolutely and perpetually agrees to assign to Employer or its designees, all of the Employee's right, title and interest including intellectual property rights therein or any part thereof. You hereby irrevocably, agree to transfer and assign to the Employer all of your entire right, title and interest in and to any and all inventions, discoveries, methods, copyrights, software, data, processes, products, improvements and developments whether or not published, confidential, protected or susceptible of legal protection and whether or not any attempt has been made to secure such protection, which were made, conceived or reduced to practice at any time during the course of your employment with the Employer (whether prior to or after the execution of this letter agreement) by you, in whole or in part at the expense of, on the premises of, with the assistance of the employees or consultants of, or with the equipment or supplies of, the Employer or any of its affiliates, and any and all other confidential information belonging to the Employer. If you are the author of any work, or a subject matter other than a work, that was created or was being created in the course of your employment, the Employer may use it in any manner. You consent to this use whether or not it would, but for this clause, infringe your moral rights. The Employee explicitly waives all moral rights in the Developments.

(f) For the purposes of this clause, you agree promptly to take all action and sign and deliver all instruments as the Employer may require at any time hereafter. During and after the term of the Employee's employment by the Employer, the Employee shall and undertakes to assist the Employer, at the Employer's expense, in every proper way to (i) secure and maintain the Employer's rights hereunder and to carry out the intent of this Agreement and for vesting the Employer with full title of Developments and all rights, titles and interest including intellectual property rights therein and to enable the Employer, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof.; (ii) to apply and prosecute registration applications in respect of intellectual property rights and the Developments for the Employer's benefit, in any and all countries; (iii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes.

(g) You hereby constitute and appoint the Employer, its successors and assigns, your true and lawful attorney, with full power of substitution for you, and in your name, place and stead or otherwise, but on behalf of and for the benefit of the Employer, its successors and assigns, to take all actions and execute all documents on behalf of you necessary to effect the assignment set forth hereinabove.

(h) Should the Employer be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any IPRs, due to any cause, the Employee hereby irrevocably designates and appoints the Employer and each of its duly authorized officers and agents as the Employee's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of IPRs or protection in respect of the Developments, with the same force and effect as if executed and delivered by the Employee.

(i) The Employee represents and warrants that he will not use or integrate in the Developments any third party materials or data that are not validly licensed to the Employer unless previously authorized by the Employee's reporting officer in the Employer. The Employee represents and warrants that the Employee has not violated the Intellectual Property Rights of any third party, and covenants that he/she shall not violate the Intellectual Property Rights of any third party, and covenants that he/she shall not violate the Intellectual Property Rights of any third party in the course of his/her employment with Employer. Provided that in the event the Employer is held liable for the Employee's violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Employer or affiliates as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

(j) If, in the course of the Employee's employment with the Employer, the Employee incorporates Intellectual Property into the Employer's product, process or machine, the Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made, modify, use and sell such Intellectual Property. (k) The Employee shall not during and after the term of the Employee's employment with the Employer, in any way violate the Intellectual Property Rights of any client of the Employer. Provided that in the event the Employer is held liable for the Employee's violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Employer or affiliates as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom. The Employee further covenants that he / she shall ensure that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright of any client of the Employee agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Intellectual Property belonging to any client of the Employer, however and whenever produced (whether by Employee or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately along with any copies thereof returned to the Employer upon termination of Employee's employment for any reason.

(12) Dismissal

(a) Notwithstanding anything contained herein, your employment may be terminated by the Employer without notice and without payment of compensation or in lieu of notice if you are guilty of fraud, negligence, misconduct or in any way breach the terms of this letter agreement. Without limiting the above, the Employer shall be entitled to terminate the Employment summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Employer for any breach of this Contract and to your continuing obligations under this Contract) in any of the following events:

(i) If you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the Employer, renders you unfit to continue as an employee of the Employer or which would be likely adversely to prejudice the interests of the Employer.

(ii) If you wilfully abuse or misuse the Employer's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the Employer's interests or procedures.

(iii) If any information relating to your suitability for employment provided to the Employer in the course of applying for employment is found to be materially false or misleading.

(iv) If you are subject to immigration control in India, your Employment shall be conditional upon you having been granted leave to enter into, remain and take up employment in India, such leave being valid and subsisting at all times and not being subject to any condition precluding or restricting the Employment.

(b) The following are examples of your conduct as regards the Employer that cause harm to the Employer and which would entitle the Employer to terminate your employment summarily:

(i) Theft, fraud, intentionally providing false or misleading information or any act of dishonesty.

(ii) Any act or attempted act of violence or abusive behaviour towards people or property including causing deliberate damage to the Employer's property.

(iii) Indecent behaviour towards or harassment or bullying of fellow employees, suppliers, customers or clients.

(iv) Incapability to undertake your responsibilities under this employment agreement on account of your abuse of alcohol or other banned substances.

(v) Wilful breach of health and safety regulations, if any, prescribed by the Employer.

(vi) A serious act of insubordination or wilful refusal to carry out reasonable requests by the board of the Employer.

(vii) Serious or persistent neglect of duties or a series of persistent breaches of the terms and conditions of your employment.

(viii) Unauthorised use of or disclosure of Confidential Information of the Employer.

(ix) Falsifying records or expense claims.

(x) Conviction for a criminal offence arising from or related to your work for the Employer.

(xi) Conviction for a criminal offence committed outside working hours which in the opinion of the Employer adversely affects the Employer's business or reputation, or affects your suitability for the type of work which you perform or affects your acceptability to other employees.

(xii) Any act which you know or reasonably believe is likely to bring the Employer into disrepute.

(xiii) Unauthorized signing of documentation committing the Employer to any financial obligation which is not in the ordinary course of business of the Employer or exceeding your authority in any other way.

This list is intended as a guide and is not exhaustive.

(c) Upon dismissal as specified above or the termination of your Employment, you shall forthwith return to the Employer all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business of the Employer or its customers or prospects, any magnetic disc on which information relating to the business is stored and any other property of the Employer which may be in your power, possession, custody, care or control or which contain or refer to any Confidential Information and shall, if requested to do so by the Employer, provide a signed statement that you have complied fully with the terms of this clause.

(d) Upon dismissal, you shall not be entitled to receive any accruals towards leave encashment.

(13) Termination

(a) This Contract shall be terminated forthwith:

- (i) In the event of your death.
- (ii) Upon the dissolution of the Employer.

(b) Upon confirmation of your employment, your Employment may be terminated by you by giving 8 weeks written notice. The Employer may terminate your Employment by giving you 4 weeks of written notice and or relieve you of duty before by paying you salary in lieu of notice. It is hereby clarified that the term 'salary' for the purpose of this clause shall mean the proportionate monthly CTC and shall not include any other compensation payable to the Employee by the Employer.

(c) If you purport to terminate the Employment without notice or prior to 2 years from the date of joining or prior to the completion of the notice period specified above, you hereby agree to relinquish any salary for that part of the notice period that is not fulfilled. In addition, you shall also pay the Employer for the training & certification expenses accrued during the employment. Purported termination of the Employment without notice or on short notice or the payment of a penalty shall not and does not absolve you of the obligation to comply fully with the terms of this Clause.

(d) Nothing in this Contract shall prevent the Employer from terminating your Employment without notice if you have been dismissed.

(e) Once the notice of termination has been given by either Party, the Employer may at any time before the expiry of the notice period, require you to:

(i) Perform such duties as directed;

(ii) Perform no duties;

(iii) Not have any communication with any customer or prospective customer of the Employer in relation to the business of the Employer;

(iv) Not contact or have any communication with any employee, officer, director, agent or consultant of the Employer in relation to the business of the Employer, and

(v) Not remain or become involved in any respect with the business of the Employer except as required by the Employer, including but not limited to not attending the Employer's places of business and requiring you to remain at home for all or part of the notice period.

(f) Upon termination of Employment, you shall be entitled to receive the basic salary portion of the CTC in lieu of any accrued but unutilised holiday entitlement. However, if you have taken holiday or casual leave in excess of your entitlement, the Employer may at its sole and absolute discretion deduct a sum equivalent to the basic salary portion of the CTC due for each day of absence in excess of the holiday or casual leave entitlement.

(g) On the last day of your employment with the Employer you must immediately return to the Employer in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents belonging to the Employer and any copies thereof and any other property belonging to the Employer including but not limited to keys provided to you and which are in your possession or under your control. You will provide the Employer with any passwords in your possession and which are required to access these records, or any other such information relating to the Employer produced in the course of your employment. Furthermore, you will delete all information relating to the Employer produced in the course of your employment which is not stored on Employer property, including any such information stored on your personal computer. If you owe any money to the Employer, then the Employer has the right to deduct such sums from any payment due to you. This is without prejudice to the Employer's other remedies to recover any sums due from you to the Employer. No outstanding payments will be made to you until you, if so required by the Employer, confirm in writing that you have complied with your obligations under this clause.

(h) Any and all of the Employer's Property, Confidential Information and Intellectual Property of the Employer acquired by or in the possession of the Employee under this Agreement, shall be returned to the Employer immediately upon termination of this Agreement.

(i) In the event the Employee's employment with the Employer is terminated, Employee shall sign and deliver to the Employer a termination certificate in the format specified by the Employer.

(j) It is further agreed and understood that until such time as all of the Employer's Property, Confidential Information and Intellectual Property is returned and the Termination Certificate is provided as abovementioned, the Employer shall, in addition to initiating legal proceedings for recovery (and without prejudice to any other rights or remedies that Employer may have under law or equity), be entitled to withhold any salary, emoluments or other dues of the Employee then or in future payable to the Employee, to the extent allowable by law, and may further, at its discretion, deduct therefrom the full value of the said property/properties calculated at its then replacement price. The Employee recognizes and agrees that the Employer shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Employer any loss suffered by the Employer on account of misuse of the Employer's Property, Confidential Information and Intellectual Property by the Employee and/or any damage occasioned to the Employee.

(14) Restrictive covenants

(a) You shall not during your Employment, without the prior written consent of the Employer, under any circumstances, whether directly or indirectly undertake as an employee or otherwise or discharge (for remuneration or compensation howsoever payable) for any other person in India or elsewhere any duties and responsibilities, of whatever kind.

(b) You shall not during your Employment, without the prior written consent of the Employer, during the term of employment hereunder, be engaged in any other business activity pursued for gain, profit, or other pecuniary advantage if such activity interferes with your duties and responsibilities hereunder.

(c) The Employee hereby agrees and undertakes that during the term of employment with the Employer and for the following period: 1 year following the termination of Employment, the Employee shall not, directly or indirectly, either as an individual on his/her 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):

(i) Solicit employment of or advise any of the Employer's existing employees or any person who was employed by the Employer within six months prior to such solicitation or any person or organization providing services to or through Employer to terminate his or her contract or relationship with Employer or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or

(ii) Contact any of the existing or prospective clients (i.e. any person or organization with whom the Employer is in advanced stages of exploring a professional or business relationship) of the Employer to entice such clients away from the Employer or to damage in any way their business relationship with the Employer or for the provision of substantially the same services provided to such clients by the Employer; or

(iii) Solicit or undertake employment with any client of the Employer or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Employer; or

(iv) Enter the employ of, or render any other services to, any person engaged in a business which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) gains such knowledge during the term of employment or (iii) which is obvious to the Employee.

(d) It is agreed by and between the parties that the employment with the Employer and the compensation payable under this Agreement shall be sufficient consideration for this Clause.

(e) The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Employer of the non-enforcement of this Clause outweighs any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed upon the Employee by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and Intellectual Property of the Employer now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

(f) You further agree and accept that during the Employment and for the relevant period as specified in the clauses above, each of the restrictions above shall be deemed to constitute a separate agreement and shall be construed independently of the others. It is expressly understood and agreed by the Parties that although the employee and the Employer consider the restrictions contained in this Clause to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction contained in this Agreement is unenforceable, such finding shall not affect the enforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(g) You understand and agree that the foregoing restrictions are necessary and reasonable in scope and duration, in all circumstances, for the purpose of protecting the Employer's business.

(h) If any breach or violation of any of the terms of this Clause occurs, it is agreed that damages alone may not compensate for such breach or violation and that injunctive relief is reasonable and essential to safeguard the interests of the Employer and that an injunction in addition to any other remedy may accordingly be obtained by the Employer. No waiver of any such breach or violation shall be implied from the forbearance or failure by the Employer to take action in respect of such breach or violation.

The provisions of this clause shall survive the termination of this Contract.

(15) Expenses

The Employer shall also reimburse all pre-approved expenses properly incurred by you in the due and proper performance of your duties or responsibilities provided that supporting original vouchers and bills are furnished along with any request for reimbursement. All expenses need to be pre-approved by the Employer controller as designated from time to time and failure to do so shall result in the expenses not being reimbursed.

(16) Deductions

You consent to the Employer deducting from any sum otherwise payable to you by reason of the Employment (or its termination) the value of any claim that the Employer may have against you, including but not limited to:

(i) Overpayment of remuneration;

(ii) Overpayment of expenses incurred by you in carrying out your duties;

(iii) Loans which the Employer may have made to you from time to time;

(iv) Any advance on salary, which the Employer may have made to you from time to time.

(17) Amendments

(a) The Employer reserves the right to make reasonable changes to any of the terms and conditions of Employment and you shall be notified of such changes by way of a general notice to all employees. Any such changes shall take effect from the date of the notice.

(b) The Employer shall give 1 month's written notice of what it considers to be any significant change, either by way of an individual notice or a general notice to all employees.

(c) Such significant changes will be deemed to be accepted unless you notify the Employer of any objection in writing before the expiry of the notice period of 1 month. Any such changes shall take effect from the date of the expiry of the notice period. If the Employer receives a notification of objection within the prescribed period, the objection will be considered and if it cannot be resolved within a period of 30 days from receipt of the objection, the Employer will terminate your Employment by giving you notice under Clause 12)b)i). The decision of the Employer as to what constitutes minor changes of detail or significant changes shall be final and binding.

(d) You shall not be entitled to make any changes or amendments to this Employment Contract.

(18) Notices

(a) Any notice or other written communication given under or in connection with this Contract must be delivered personally or sent by Registered post AD.

(b) The Employer's address for service shall be its registered office or such other place as the Employer may notify from time to time.

(c) Your address for service shall be the address given at the head of this Contract or any other place that you may notify.

(d) Any notice or other written communication shall be deemed to have been served:

(i) If delivered personally, at the time of delivery.

(ii) If posted, at the expiry of 4 business days after it was posted (excluding the day of posting).

(e) You must notify the Employer in writing of any change in your name, address, bank account number, marital status or next of kin within one month of such change, and of any arrest, prosecution or conviction for a criminal offence, any disciplinary action taken against you by a professional or regulatory body or if you become bankrupt, apply for or have made against you a receiving order make any composition with your creditors or commit any act of bankruptcy.

(19) Governing Law & Jurisdiction

This contract shall be governed by and construed in accordance with Indian law and each party to this contract submits to the exclusive jurisdiction of the Courts of Karnataka.

(20) Assignment

This contract may be assigned by the Employer to any of its affiliates, holding companies or subsidiaries on the same terms and conditions pursuant to which the employee shall continue to carry out its duties and responsibilities in the same manner and the employee hereby consents for the same.

(21) Miscellaneous

(a) No collective agreements (which are otherwise applicable to workmen under the Industrial Disputes Act, 1947) apply to your employment.

(b) This contract sets out the entire agreement and understanding between the Parties in connection with the Employment and supersedes any previous contract or agreement between you and the Employer.

(c) The Employer may hold and process, whether electronically or manually, the data it collects in relation to you in the course of the Employment for the purposes of the Employer's management and administration of its business and of other employees and for compliance with applicable procedures, laws and regulations and you hereby consent for the same. The Employer or its agents may transfer, store and process such data whether in India or any other place for the above purposes.

(d) If at any time any term or provision in this contract shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this contract, but the enforceability of the remainder of this contract shall not be affected.

(e) The Employee agrees, recognizes and acknowledges that:

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

(ii) if he/she violates any of the terms of this Agreement, the Employer will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;

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

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

to so to to to

Signed on and on behalf of: Sathya Das, Director, Talent Development

Diagonal Consulting LLP:

Date: 26-06-2022

I confirm that I have read and understood the aforesaid contract fully and by signing and returning to the Employer the duplicate copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding contract of employment between myself and the Employer.

Signed: _____

Name: Pooja P.

Date:

13-06-2022





Ref: SSL/HR /APPT

Poorvika J

#10

9th main ,4th cross ,Navodaya nagar, jp nagar 7th phase

Narnataka , Bangalore, 560078

Dear Poorvika J

This has reference to your application and the subsequent interviews you have had with us. We are pleased to appoint you in our organization on the following terms and conditions.

1. Designation: Digital Engineer Trainee

2. Grade: ETG

3. Date of Commencement: Will be informed later

4. Salary: As per the salary Annexure.

5. You will be a Trainee for a period of 12 (twelve) months from the date of joining service.

"'ou will be governed by the Leave Rules of the Company.

7. You will execute a service agreement to serve the Company for a minimum period of two years from the date of joining.

8. The above agreement has to be executed at the time of joining the Company and should have to be guaranteed by a surety, preferably your parent.

9. Should you leave the employment during this period of two years, you are liable to compensate the Company, an amount as per the clause VIII(c) of the Trainee Service Agreement.

10. You will be confirmed in our Company subject to satisfactory performance during the period as trainee, as per the Company policy.

11. During the period of your training with the Company, you shall not engage yourself in any other business or occupation and shall devote your whole time and skill to the faithful and diligent performance of your duties. If you are found engaging in any other business or occupation, your training is liable to be terminated without any notice or any compensation in lieu thereof.

12. You will not divulge or pass any information which you may obtain during your training in the Company to others.

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13. This offer letter is being issued subject to the specific understanding that you have successfully qualified in your Engineering or MCA degree with a minimum aggregate of 60% or 70% respectively and would produce proof of all your educational qualification at the time of joining. Any failure to do so or any deviation detected would be sufficient cause for revocation of the offer.

14. **Posting:** In the current scenario, you are permitted to work from home. You are required to have a secure work environment, uninterrupted power supply and internet bandwidth to ensure continuous online connectivity. Based on the need of the organization, you may be required to work from office in future.

For Statutory and Tax Compliance, your work location will be Bangalore.

15. **Probation Period**: Twelve months from the date of joining. The Company reserves the right to extend the probationary period at its sole discretion. You will continue to be on probation till your services are confirmed in writing. During the probationary period, your services may be terminated with one month's notice on either side or payment in lieu of notice.

After confirmation, your employment is liable to be terminated by giving two months notice on either side and the Company could also terminate your service by making payment in lieu of notice. During the notice period given by you, you are mandated to serve the Company unless the same is specifically relaxed or waived by the Company.

In case you leave our employment without giving notice, the Company has the right to deduct an amount equivalent to the notice period of one or two months gross salary as the case may be from any amount that may be payable to you or call upon you to make the payment in lieu of shortfall in notice period, besides taking action for breach of contract.

16. Non-Compete Undertaking - During the period of your employment with the Company and for a period of one year after the date of termination of your employment with the Company, for any reasons whatsoever, or on your ceasing to be an employee of the Company,

You will not:

(a) Engage in any employment or business activity, directly or indirectly in competition with the Company. The term "in competition with the Company" shall mean any business activity, which is the same, or comparable to the business activity, which has or may result in product or services providing the same or comparable to those developed or offered by the Company at any time during the period of your employment;

(b) Induce any current employee of the Company to leave the employment of the Company ;

(c) Solicit the business of any client or customer of the Company (other than on behalf and for the benefit of the Company);

(d) Otherwise interfere with any business relationship of the Company;

17.General:

(i) You are a full time employee of the Company. You shall devote your full time and attention to your duties to promote the interest of the Organization. You shall not divulge or make known to any person / persons any of our secrets and / or activities of confidential nature. You shall work under the supervision of such person / persons as may be decided upon by the Management from time to time. You shall undertake that for any developmental work taken up by you either individually or jointly while in the service of the Company, the copy right of the same shall rest with the Company.

SEZ UNIT-2, PRODUCTION BLOCK-2, SY. NO. 12/1, MYLASANDRA VILLAGE, SEZ GLOBAL VILLAGE, OFF MYSORE ROAD, RVCE POST, BANGALORE- 560059 CIN: L72200MH1994PLC082110

REGD. OFF; 208, T.V. INDUSTRIAL ESTATE, S. K. AHIRE MARG, WORL, MUMBAI – 400030, INDIA WEBISTE: WWW.SONATA-SOFTWARE.COM E-MAIL: INFO@SONATA-SOFTWARE.COM





(ii) You shall abide by the Rules and Regulations applicable to you, which are in force as may be framed and / or amended from time to time. Your hours of work and attendance shall be regulated as per duties entrusted to you from time to time.

(iii) You shall keep the terms of your employment confidential. You shall keep us informed of any change in your present residential address, contact numbers, your civil status, and academic / professional qualifications

(iv) Please note that the communication forwarded to you at your present address as given by you in your application form shall be deemed to have been correctly served unless any change in address is duly communicated in writing.

(v) You are required to undergo a medical examination by a Registered Medical Practitioner and the report would need to be filled as per the enclosed format. This offer is subject to you being found medically fit. However, the Company reserves the right to send you for a medical check up at any time during your employment.

(vi) If it is found that you have misrepresented any information in your application for employment or have furnished any false information or have concealed any relevant material facts, your employment is liable to be terminated any time without any notice or compensation in lieu thereof.

18. The Company reserves the right to review and modify or cancel the terms of employment when deemed necessary.

Looking forward to a long and fruitful association with you.

Yours very truly, For Sonata Software Limited Christopher George Pereira

Assistant Vice President - HR

I agree with the above terms and conditions.

Signature : _____

Date : 13-06-2022

Encl:

- Salary Annexure
- Checklist of Documents for Joining.
- Medical Examination Report format.

SEZ UNIT-2, PRODUCTION BLOCK-2, SY. NO. 12/1, MYLASANDRA VILLAGE, SEZ GLOBAL VILLAGE, OFF MYSORE ROAD, RVCE POST, BANGALORE- 550059 ON: L72200MH1994PLC082110 REGO, OFF: 208, T.V. INDUSTRIAL ESTATE, S. K. AHIRE MARG, WORLI, MUMBAI – 400030, INDIA

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Salary Annexure

SALARY COMPUTATION				
Components	Per Annum	Per Month		
Basic	160000	13333		
HRA	128000	10667		
Conveyance Allowance	16000	1333		
Advance Bonus	40000	3333		
Supplementary Allowance	26060	2172		
Gross Ctc	370060	30838		
Provident Fund	21600			
Gratuity	8340			
Cost To Company	400000			
Mediclaim Insurance	11400	-		
Total Cost To Company	411400			

1. Provident Fund is a savings scheme for employees mandated by the government.

 Hospitalization Insurance Cover of Rs. 4 Lakhs p.a under the family floater cover (for Employee, spouse and children) and Personal Accident Insurance Cover for you of Rs. 16.5 Lakhs p.a, and Term Life Insurance Cover for you of Rs. 10 Lakhs as per rules governing the same.

The Company reserves the right to modify or cancel the terms of any of the schemes when deemed necessary.

SEZ UNIT-2, PRODUCTION BLOCK-2, SY, NO. 12/1, MYLASANDRA VILLAGE, SEZ GLOBAL VILLAGE, OFF MYSDRE ROAD, RVCE POST, BANGALORE- 560059 CIN: L72200MH1994PLC082110 REGD, OFF: 208, T.V. INDUSTRIAL ESTATE, S. K. AHIRE MARG, WORLI, MUMBAI – 400030, INDIA

WEBISTE: WWW.SONATA-SOFTWARE.COM E-MAIL: INFO@SONATA-SOFTWARE.COM



Dhinesh kumar T <dhineshkumart@kssem.edu.in>

Fwd: Prajwal Nagraj_ TKAP Offer_ Information System_ Contract Engineer

1 message

KSSEM PLACEMENTS CELL cplacementcell@kssem.edu.in>
To: Dhinesh kumar T <dhineshkumart@kssem.edu.in>

Sat, Jan 28, 2023 at 3:14 PM

------ Forwarded message ------From: **Prajwal Nagraj** <prajwalnagraj419@gmail.com> Date: Wed, 24 Aug 2022, 10:59 am Subject: Fwd: Prajwal Nagraj_TKAP Offer_ Information System_ Contract Engineer To: <placementcell@kssem.edu.in>

------ Forwarded message ------From: **Shivakumar B** <Shivakumar_b@toyota-kirloskar.co.in> Date: Tue, 23 Aug 2022, 3:28 pm Subject: Prajwal Nagraj_ TKAP Offer_ Information System_ Contract Engineer To: prajwalnagraj419@gmail.com <prajwalnagraj419@gmail.com> Cc: CHANDANA V N (TKAP) <Ify_chandan@tkap.co.in>, CHAITRA M R. <Ify_chaitramr@tkap.co.in>, RAVINDRA KERAGODU PUTTASWAMY <Ravindra_puttaswamy@toyota-kirloskar.co.in>, Ranjita B <rec.blr02@layamweb.com>

Hello Mr. Prajwal Nagaraj,

Greetings from TKAP!!

As communicated,

You have been selected for 'Contract Engineer' position at Toyota Kirloskar Auto Parts Pvt. Ltd. (TKAP).

Please find the attached salary offer and confirm the offer acceptance by return mail on (or) before **25-Aug-2022** for further process.

Date of Joining: 05-Sep-2022 Monday.

With Regards,

Shivakumar B

Manpower Planning & Talent Acquisition (TKM & TKAP) Human Resource Division

Contact Number: +91 95389 00241

1/28/23, 3:13 PM K.S. School of Engineering and Management Mail - Fwd: Prajwal Nagraj_TKAP Offer_Information System_Contract Engineer

-----Original Appointment-----From: CHAITRA M R. <lfy_chaitramr@tkap.co.in> Sent: Thursday, August 18, 2022 12:47 PM To: CHAITRA M R.; PRAKASH HONNAMMA DASAIAH (TKAP); prajwalnagraj419@gmail.com Cc: Shivakumar B; CHANDANA V N (TKAP); Ranjita B Subject: Prajwal Nagraj_ First Round Interview_ Information System_ Contract Engineer When: Thursday, August 18, 2022 1:30 PM-2:00 PM (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi. Where: Microsoft Teams Meeting Sensitivity: Private

Dear Mr. Prajwal Nagraj,

We have received your profile through Layam Flexi Solutions and we would like to give you

an opportunity to work at Toyota Kirloskar Auto Parts Pvt. Ltd.

You are scheduled for selection process with us and details are as mentioned below:

1. Position details:

1) Post /Designation	Contract Engineer
2) Section	Information system
3) Department	Accounts & Finance
4) Type of Employment	Temporary (1 year Approx.)

2. Interview Details:

1) Date (Day)	18-Aug-2022, Thursday
2) Interview time	01:30 PM
3) Interview Type	Virtual Interview [online Interview through Microsoft Teams]
4) Contact person	Mr. Chaitra M R, Contact Number: +91 8867797267

In case of any concern, you may get in touch with the contact person mentioned above.

1/28/23, 3:13 PM K.S. School of Engineering and Management Mail - Fwd: Prajwal Nagraj_TKAP Offer_ Information System_ Contract Engineer Note to candidate:

Please download 'Microsoft team app' in advance to avoid joining delay for the interview.

Thanks & Regards,

Chaitra M R

Manpower Planning & Talent Acquisition

Toyota Kirloskar Auto Parts Pvt. Ltd.

Bidadi industrial area, Bidadi-562 109

Bangalore.

Ph.: 08867797267

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Meeting ID: 460 877 961 27 Passcode: xHp8c4

Download Teams | Join on the web

Learn More | Meeting options

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HRD/3T/1003403120/22-23



Mr. Prajwal Acharya #208, Sumukha Simhadri Springs, Uttarahalli Bangalore-560061 India

Ph: +91-9980684782

Dear Prajwal,

Welcome to Infosys!

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

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

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

Warm regards,

RICHARD LOBO EVP and Head Human Resources - Infosys Limited



INFOSYS LIMITED

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

Ravigate your next June 28, 2022

HRD/1003403120/22-23

Mr. Prajwal Acharya #208, Sumukha Simhadri Springs, Uttarahalli Bangalore-560061 India

Ph: +91-9980684782

Dear Prajwal,

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

Here are the terms and conditions of our offer:

Definition

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

"Affiliates" means any entity that controls, is controlled by, or is under common control with the Company. "Company" refers to Infosys Limited.

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

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

Joining

Your scheduled date of joining the employment of the Company will be 05-Sep-2022.

Location

Your location for employment is MYSORE, India.

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

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



Training

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

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

Terms and Conditions during Training

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

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

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

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

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

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

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



a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;

b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.

c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

Probation and Confirmation

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

Leave

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

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

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

Increments and Promotions

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

Transfer

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



Compensation and Benefits

Salary

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

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

Performance- linked Incentive

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

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

Ex - Gratia / Bonus

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

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

Basket of Allowances (BOA)

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

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



National Pension Scheme

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

Insurance

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

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

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

Passport & Driving License

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

Notice Period

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

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



Background Checks

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

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

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

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

Other Terms and Conditions

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

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2021-22. 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



INFOSYS LIMITED

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



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

COMPENSATION DETAILS (All figures in INR per month)			
NAME	Mr. Prajwal Acharya		
ROLE	Systems Engineer		
ROLE DESIGNATION	ROLE DESIGNATION Systems Engineer Trainee		
1. MONTHLY COMPONENT	`S		
BASIC SALARY		15,000	
BASKET OF ALLOWANCES		4,478	
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)			
MONTHLY GROSS SALARY			
2. ANNUAL COMPONENT			
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)			
3. RETIRAL BENEFITS			
PROVIDENT FUND - 12% of Basic Salary			
GRATUITY - 4.81% of Basic Salary*			
FIXED GROSS SALARY (1+2+3) 25,			
TOTAL GROSS SALARY			

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 successful completion of six months)

			NSATION DE res in INR per			
NAME	Mr. Prajwal Acha	rya				
ROLE	Systems Engineer	Systems Engineer				
ROLE DESIGNATION	Systems Engineer	Trainee				
1. MONTHLY COMPON	NENTS					
BASIC SALARY						15,00
BASKET OF ALLOWAN	CES					4,47
BONUS / EX-GRATIA (9 monthly basis)	5% of the eligible amount (20% of Basic	Salary) being	paid o	ut on a	2,85
MONTHLY GROSS SAI	LARY					22,32
2. ANNUAL COMPONE	NT					
BONUS / EX-GRATIA - (the advance (95%) paid ou	Balance 5% will be paid ou t on a monthly basis)	it in the end o	f the financial	year af	ter adjusting	15
3. RETIRAL BENEFITS						
PROVIDENT FUND - 129	% of Basic Salary					1,80
GRATUITY - 4.81% of Ba	asic Salary*					72
FIXED GROSS SALARY	X (1+2+3)					25,00
At an indicativeAt indicative4. INCENTIVE COMPONENTSPayout of 5%Payout of 10%					At indicative Payout of 20%	
TRAINING PERFORM	ANCE LINKED INCENT	IVE (TPI)	1,250		2,500	5,000
TOTAL GROSS SALAR	Y (Inclusive of the incenti	ve Compone	nt at indicativ	e payo	out 5% of FGS)	26,250
TOTAL GROSS SALA	RY (Inclusive of the incent	tive Compon	ent at indicati	ive pay	yout 10% of FGS)	27,500
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)				30,000		
		OTHE	R BENEFITS			-
Scheme	Eligible Amount In INR	l Interest		Monthly Instalments		Margin Money (To be borne by the employe
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil		12		Nil
All the above benefits are a	as per Company's policies, v fulfilment of all criteria def					

determined in strict accordance with the provisions of the Payment of Gratuity Act



Offer: Computer Consultancy Ref: TCSL/DT20218382364/Bangalore Date: 09/11/2021

Mr. Praveen P S #15/A23rd Main 2nd Cross, Marenahalli, J P Nagar 2nd Phase, Bangalore-560078, Karnataka. Tel# -

Dear Praveen PS,

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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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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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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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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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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GROSS SALARY SHEET

Annexure 1

Name	Praveen P S	
Designation	Assistant System Engineer-Trainee	
Institute Name	Others	

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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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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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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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



(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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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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(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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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



13th Jan, 2022

Ms. Prerana R Bangalore

EMPLOYMENT CONTRACT

Dear Prerana,

Subsequent to the discussions between Avaali Solutions and yourself, we're pleased to make an offer of employment on the following terms and conditions:

- 1. Appointment:
 - a. You will be appointed as an Intern for the first 6 (six) months during the training period and upon completion of training period you will be confirmed as Associate Software Engineer (Career Level T1A).
 - b. Your commencement will be not later than at 9.00 am on Jan 17th, 2022.
 - c. You shall be based in Bangalore but will serve the company at any of its offices, subsidiaries, or associate companies in any location within or outside India
 - d. On joining, your point of contact will be the HR Team and the reporting managers name will be communicated to you later.
 - e. Your employment is subject to your providing documentary proof of your last drawn salary, educational qualifications, and work testimonials if any, and is also conditional upon you being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.
- 2. Remuneration
 - a. Your annual CTC will be Rs. 3 (Three) lakhs per annum. However, for the first 2 months you will be paid a salary of Rs.10000/- (Ten Thousand) only. The difference in your salary for the first two months will be paid after 12 months of your association with us.
 - b. You shall be paid a basic salary of INR 92,580 per annum.
 - c. In addition to (a) above you shall be entitled to a Flexible Compensation Plan of a sum of INR 1,60,810 per annum. A detailed schedule of Flexible Compensation plan is attached as Appendix A
 - d. The sum total of (a) and (b) above is referred to as "Total Fixed Pay". Your Total Fixed Pay will be INR 2,53,390 per annum
 - e. Your eligibility for initial salary reviews will be after completion of 12 months from the date of joining and your salary review will take place along with the general review date for all Avaali employees on a pro-rated basis. This will be based on your work performance increments are therefore granted on merit only.



- 3. Variable Pay
 - a. You will be eligible for performance variable for a full year's service or pro-rated as the case may be.
 - b. Variable pay will be calculated based on your performance rating and assessment at the end of each year
 - c. You will be entitled to variable pay only upon confirmation (i.e. At the end of probation period as per Clause 5 below). This will be based on your tenor in the company for the year and therefore will exclude any leave without pay that you may have availed during this period.
 - d. So long as your confirmation takes place before March 31st of the current financial year, your variable pay computation for the first year will be done from the date of joining until March 31st of that financial year.
 - e. Your variable pay will be computed based on your performance for the financial year. The pay-out will be made in May of the subsequent financial year. So for example the pay-out for the financial year April 2021 to March 2022, will be paid in May 2022.
 - f. You will need to be on the salary payroll of the company as of May of every financial year, to be eligible for variable pay. You will not be entitled to any variable payout if you are either serving notice period or if you are no longer in employment with or on the payroll of Avaali as of May.
- 4. Probation
 - a. You will serve a probationary period of six months. Upon satisfactory completion of a formal appraisal you shall be confirmed in the permanent establishment of the company
 - b. The company reserves the right to extend the probationary period or invoke Clause 12a of this contract in the event that your performance does not meet expectation.
- 5. Performance of Duties & Conflict of Interest
 - a. You shall at all times be required to carry out such duties and responsibilities as may be assigned to you by the company and shall faithfully and diligently perform these in compliance with established policies and procedures endeavouring to the best of your ability to project and promote the interests of the company
 - b. You shall not except with the written permission of the company engage directly or indirectly in any other business, occupation or activity whether as principal-agent or otherwise which will be detrimental whether directly or indirectly to the company's interests
 - c. You shall keep strictly confidential details of your salary and employment benefits within and outside the company



- d. You shall not disclose or divulge any confidential information related to the company's business or its customers which may come to your knowledge or possession during the tenor of your employment and which should not be disclosed or made public save in the course of the proper execution of your duties
- e. You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to keys, access cards, diskettes, photograph or such other proprietary information relating to the company's business
- f. You shall not for a period of 1 year after the termination of your employment directly or indirectly compete with the company and will not become an employee of any other entity (including client) which carries on or controls a business which is in competition with the business of the company (including any principal vendor of Avaali). Without prejudice to the generality of the foregoing, you will not directly or indirectly own, operate, manage, join, control or participate in the ownership, management, operation or control of such entity whether in corporate, proprietorship or partnership firm or otherwise
- g. You shall at all times conduct yourself in an ethical, professional and honest manner. You or your immediate family member shall not use your position in Avaali for personal gain or take advantage of a business relationship which Avaali may have with the customer, partner or supplier. Should there be any instance of your family member or you using your position to threaten, coerce or cajole favours for personal gain from a customer, partner or supplier, you will be dismissed instantly and prosecuted to the full extent of the law

6. Annual Leave

- a. Post completion of your probation period, you will be entitled to an Annual Leave of:
 - 15 days of Privilege Leave (PL) in a calendar year or pro-rated as the case may be from the date of confirmation. The employee will eligible for such PL calculated at 1.25 days leave for every month of service.
 - 10 days of sick leave as per company policy.
- b. An employee on probation will be eligible for 5 days of Sick Leave or pro-rated as the case may be
- c. All leave will be as per the company policy that will be enforced from time to time
- 7. CHANGES TO POLICIES: The company may at any time and in its sole and absolute discretion modify, vary, suspend and amend any policies from time to time.
- 8. INTELLECTUAL PROPERTY RIGHTS

The company retains ownership of the intellectual property rights relating to inventions, patents and copyrights concerning work undertaken while in the employment of the company and you shall co-operate fully in transferring, registering or in any way securing such rights for the benefits of the company and / or defending such rights as may be required of you by the company.



9. TRAVEL / TRANSPORT BENEFITS

The company shall provide you with reimbursements or allowances for cost incurred in travelling on company's business in accordance with prevailing company policy

- 10. TAXES
 - a. The company shall not bear any personal income tax on salary, allowances or benefits paid or deemed to be paid to you

11. WORKING HOURS

Normal hours are determined by the company but you shall undertake to work outside of these hours, where necessary and reasonably required, in response to work exigencies. Our current standard working hours are 9:00 AM to 6:00 PM, Monday – Friday.

12. TERMINATION OF EMPLOYMENT

- a. Either the company or you may at any time terminate this agreement by giving in writing to the other party THREE months' notice or in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period or remaining period of notice. It is however the discretion of the company to consider accepting payment in lieu of notice period. Such decision ultimately rests with the company management.
- b. Accrued leave is not to be offset from the notice period except with the express written permission of the company
- c. For the avoidance of doubt, all service benefits associated with your employment will cease on your last day of work with the company whether or not there has been a waiver of the said notice period or payment of monies in lieu thereof by either party
- d. The company shall have the right to terminate your employment without notice or payment in lieu thereof if;
 - i. Your performance does not meet the company expectation
 - ii. You commit any material breach of any of your duties and responsibilities under this contract
 - iii. You are dismissed on grounds of misconduct which contravene the express or implied conditions of your employment
 - iv. You become insolvent or bankrupt or are charged with any criminal offence which is prejudicial to the interests of the company
 - v. The company is restricted from continuing to employ you by reasons of any other legal incapability
- e. You undertake to return in good working condition save for normal wear and tear all property belonging to the company at the end of your employment and agree to reimburse to the company for all losses if the property is lost or damaged



13. BUSINESS ATTIRE

a. While Avaali believes in comfort and flexibility in the work place, we also believe that it is important to create a professional and business-like image. Our dress code for all male staff is long sleeved shirt with a tie, long trousers and co-ordinating shoes and socks. For staff who have customer contact, a suit, coat or jacket is recommended. Female staff members are required to be in formal Western or Indian business wear

14. RETIREMENT

a. You shall retire on your 60th birthday or the last day before this if your birthday does not fall on a working day

15. ALTERATIONS

- a. The above terms may be modified by the company from time to time in writing and such variations shall be binding on you
- **16. JURISDICTION**
 - a. Any dispute arising out of the employment terms of service shall be subject to the jurisdiction of a competent court in Bangalore, India

17. CODE OF CONDUCT

a. You shall dutifully observe the Company's Code of Conduct which forms an integral part of the employment contact

On behalf of Avaali Solutions, I'm delighted to extend this offer and ask that you confirm your acceptance by signing and returning the duplicate copy of this letter within 1 day of the date indicated above, beyond which the offer will automatically been lapsed.

I accept the terms and conditions:

Yours sincerely,

FOR AVAALI SOLUTIONS PVT LTD

SRIVIDYA KANNAN FOUNDER, DIRECTOR

Date:



Avaali Solutions Private Limited

Annexure to offer letter

Career Level: T1A Designation: Associate Software Engineer

Salary Break up

Payslip Components	Monthly (Rs.)	Annual (Rs.)	Remarks
Basic	7,715	92,580	
HRA	3,086	37,032	
Education allowance (Ref Note 1)	200	2,400	
Supplementary allowance (Ref Note 3 to 6)	10,115	1,21,378	
Total monthly (A)	21,116	2,53,390	
Retiral Benefits:			
Provident fund (12% of the basic salary)	926	11,110	The employer contribution of Provident Fund.
Total retirals(B)	926	11,110	
Other benefits Medical insurance		5,500	Insurance policy to cover Medical Insurance (upto INR 2 lacs) and Personal Accident Cover (upto INR 3 lacs) is provided to the employee, his/her spouse and 2 children - entitlement upon confirmation
Total benefits(C)	-	5,500	
Total Gross(A+B+C)	22,042	2,70,000	
Variable pay			
Performance linked variable pay (D)		30,000	
Compensation towards contribution (C1	「C) (A+B+C+D)	3,00,000	
Nataa			

Notes

1. Education Allowance to meet the cost of children's education and it is not taxable to the extent of Rs.100 p.m. per child (for maximum of 2 children).

2. Supplementary Allowances includes LTA amount of Rs. 40,000 p.a. As and when you travel on leave and submit the expenses statement with supporting receipts, benefits can be availed as per Sec 10(5) of IT Act

3. Supplementary Allowances may also include Gift Vouchers given on any occasion as decided by the Company, up to a maximum of Rs.5,000 p.a. for which an exemption is available as per Rule 3 of IT Act.

4. Telephone reimbursement of Rs.24000 p.a. This amount will be taken out of Supplementary Allowances for which an exemption is available as per Rule 3 of IT Act. This is made optional to the employees.

5. Supplementary Allowances also include food coupons amounts to Rs.13200. for which an exemption is available as per Rule 3 of IT Act. This is made optional to the employees.

6. Note that applicable Income Tax and Professional Tax will be deducted every month from the monthly salary payable.

7. Note that employee PF contribution @ 12% of basic pay and this will be deducted every month from the monthly salary payable

8. You will be entitled to gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us.

HRD/3T/1003154570/22-23

Mr. Pruthvi B #76 4Th Cross 8Th Main Basaveshwanagar Bangalore-560079 India

Ph: +91-7022644471

Dear Pruthvi,

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 Pichard Lobo Date: 2022.06,28 2:47:34 IST Reason: Digitalty Signed Location: Bangatore

INFOSYS LIMITED

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

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



Ravigate your next June 28, 2022

HRD/1003154570/22-23

Mr. Pruthvi B #76 4Th Cross 8Th Main Basaveshwanagar Bangalore-560079 India

Ph: +91-7022644471

Dear Pruthvi,

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

Here are the terms and conditions of our offer:

Definition

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

"Affiliates" means any entity that controls, is controlled by, or is under common control with the Company. "Company" refers to Infosys Limited.

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

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

Joining

Your scheduled date of joining the employment of the Company will be 05-Sep-2022.

Location

Your location for employment is MYSORE, India .

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

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



Training

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

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

Terms and Conditions during Training

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

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

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

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

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

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

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



a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;

b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.

c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

Probation and Confirmation

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

Leave

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

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

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

Increments and Promotions

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

Transfer

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



Compensation and Benefits

Salary

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

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

Performance- linked Incentive

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

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

Ex - Gratia / Bonus

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

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

Basket of Allowances (BOA)

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

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



National Pension Scheme

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

Insurance

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

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

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

Passport & Driving License

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

Notice Period

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

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



Background Checks

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

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

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

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

Other Terms and Conditions

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

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2021-22. 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



INFOSYS LIMITED

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



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

COMPENSATION DETAILS (All figures in INR per month)					
NAME	Mr. Pruthvi B				
ROLE	Systems Engineer				
ROLE DESIGNATION	Systems Engineer Trainee				
1. MONTHLY COMPONENT	rs				
BASIC SALARY		15,000			
BASKET OF ALLOWANCES		4,478			
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		2,850			
MONTHLY GROSS SALARY		22,328			
2. ANNUAL COMPONENT					
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		150			
3. RETIRAL BENEFITS					
PROVIDENT FUND - 12% of	1,800				
GRATUITY - 4.81% of Basic S	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 successful completion of six months)

			NSATION DI es in INR per				
NAME	Mr. Pruthvi B	Mr. Pruthvi B					
ROLE	Systems Engineer	Systems Engineer					
ROLE DESIGNATION	Systems Engineer	Systems Engineer Trainee					
1. MONTHLY COMPON	NENTS						
BASIC SALARY						15,000	
BASKET OF ALLOWANCES					4,478		
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)					2,850		
MONTHLY GROSS SAI	LARY					22,328	
2. ANNUAL COMPONE BONUS / EX-GRATIA - (the advance (95%) paid ou	Balance 5% will be paid ou	it in the end o	f the financial	year af	fter adjusting	15	
3. RETIRAL BENEFITS	5						
PROVIDENT FUND - 129	% of Basic Salary					1,80	
GRATUITY - 4.81% of Ba	asic Salary*					72	
FIXED GROSS SALARY	Y (1+2+3)					25,000	
4. INCENTIVE COMPONENTS			At an indica 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 SALAR	XY (Inclusive of the incenti	ve Compone	nt at indicativ	ve payo	out 5% of FGS)	26,250	
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)					27,500		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)					30,000		
		OTHEI	R 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	
	as per Company's policies, v fulfilment of all criteria def ne						
*The gratuity amount set o	out above is an approximation	on. Your eligi	bility and the f	inal pa	y out of any Gratuity	amounts will be	

*The gratuity amount set out above is an approximation. Your eligibility and the fin determined in strict accordance with the provisions of the Payment of Gratuity Act



02/02/2022

Purushotham Reddy #12/1, 6th cross, Gummaiah layout, Bangalore South, Karnataka - 560061

Dear Purushotham,

Welcome to Valenta AI Pvt. Ltd.! We are pleased to offer you a career opportunity with Valenta.

Based on your interview, you have been selected as a **Trainee - Automation** in the **RPA & AI Automation** team at **Bangalore.**

At Valenta, we believe we have a historic opportunity of building a world class company. We also believe we are unique in several ways – our equal strengths in AI; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards employment, initiative, flawless executive and leadership. In return, we promise to provide you a platform to grow and fulfil your personal and professional goals. We look for self- driven professionals like you who would partner the future growth of our organization. We are confident that with your skills, competencies and capabilities, you would be a valuable addition to our team.

The standard duration of our training program is 3 months. During your training, you will be paid a stipend of **INR ₹ 12,500.00** per month.

Upon successful completion of your training, you will be hired at level 1 as per our Organizational structure and under probation for 6 months. Your annual CTC will be INR ₹ 420,000.00 from the commencement of your probation period. As per statutory requirements and Valenta policies, the deductions in your salary will be Professional Tax, ESI if applicable, Provident Fund and Gratuity. You will receive a one time bonus of INR.₹ 67,500.00 post completion of one year from the date of joining the organization.

By signing this offer you confirm that you have no other contractual commitments or other legal obligations that would prohibit you from performing your duties to the company. Please endorse your acceptance by duly signing this letter electronically within 7 days from the date of offer.

We look forward to you joining us at our **Bangalore** office on 03/10/2022.

Yours sincerely,

Nishal Durba

Nishal Purba Human Resources



Upon your acceptance of this job offer, the below processes follow:

- At the time of joining Valenta, the following original copies of documents and information must be made available to us for verification on your first day in order to complete your on-boarding process:

Sl.no	Documents
1	To Process your Salary – PAN Card copy is mandatory. If you do not have a PAN Card- apply for it online using the said URL <u>https://tin.tin.nsdl.com/pan/index.html</u> .
2	Age Proof Certificate – Birth Certificate/ (School Certificates if ICSE / SSLC / CBSE)
3	Academic Certificates (Including additional certifications/courses) supporting your education qualifications along with mark sheets*
4	Your latest salary slips or salary certificate*
5	Experience Proof – Relieving letter from previous employers (if previously employed)*. The relieving letter or resignation acceptance need to be submitted in original
6	Copy of Photo ID Proof (Passport, Driver's License, Voter ID, PAN Card)
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable Income with break up) till the last date of your employment with them along with PAN number if available.
8	1 Passport Size Photographs
10	Copy of your updated resume
11	Joining Kit Duly filled in by you

- Original copies of the required documents need to be submitted. These original certificates will



be returned to you after due verification.

- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is recommended that all Valenta employees possess a valid passport. Otherwise, please apply for one. You are expected to have a valid passport within 60 days from the time you join Valenta.
- Apart from this, we would like to have the following information ready with you to be used during your joining formalities:
- o DOB and Name of Father, Mother, Spouse, Child / Children
- o Educational details with the passing year
- o Your past experience details with the exact years and role played
- o Blood Group
- o Your Savings Bank Account number
- o Your PAN Number
- o Passport Number, Place of Issue, Date of Issue, Validity: From and to Date.



ANNEXURE - 1

TERMS OF EMPLOYMENT

Your employment at Valenta will be governed by the Valenta's policies as modified from time to time. Copy of the present policy will be made available to you upon joining.

In particular, and without prejudice, to the following statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1. Hours of Work

- 1.1 A working day shall comprise of **nine working hours in a day.**
- 1.2 You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.
- 1.3 You may be required to do overtime from time to time as determined by the management.

2. Place of Employment

- 2.1 During your employment with Valenta, you will be liable to be transferred or deputed to any of the offices, departments within Valenta or its Associate Subsidiaries or Group of Companies, whether in India or Overseas.
- 2.2 In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Valenta policies prevalent at that time.

3. Probation

1.1 You will be on probation for a period of **6 months** with effect from joining date. In the event of you not being able to attain the standards required for confirmation of your services, this period or probation may be extended by the Management. The probation cannot be extended for more than 1 year. Upon completion of the probationary period to the satisfaction of the Management, the Management will confirm your appointment in writing. If you do not receive such a confirmation notification via email at the end of the probationary period, you will continue to be



on probation till you receive the confirmation notification from the Management or till your services are terminated. Your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof.

4. Travel

- 4.1 You may be required to travel, whether in India or Overseas, on official work purpose on short notice.
- 4.2 In the event that you traveled abroad in the course of employment and within 12 months of such travel submit your resignation, you will be bound to reimburse the Company for all the expenses incurred for and during the travel.

5. Salary and Benefits

- 5.1 Our salary cycle is first day to the last day of the month and salary will be paid by the fifteenth of the following month (i.e. 1st Jan to 31st Jan, paid by 15th Feb).
- 5.2 Appraisal reviews will be conducted twice a year in June & December. Salary increments will be reviewed once a year in December post completion of one year in the organization. Provision of increments are subjected to satisfactory appraisal reviews as well as the financial performance of the Company in the given year.
- 5.3 You acknowledge that it is Valenta policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

6. Leave Entitlement Policy

- 6.1 A list of public holidays is published in the beginning of the year and displayed in the office. The foresaid list has also been made available on Zoho People. Any additional Public Holidays will be declared at management's sole discretion.
- 6.2 Should you be absent on account of illness, you must immediately notify your reporting manager at least one hour prior to your start time. You are required to produce a medical certificate upon returning to work. If you are sick for 2



consecutive days, you are required to produce a medical certificate upon returning to work. Please attach a doctor's certification while applying for sick leave in Zoho People.

- 6.3 The Company is not liable to bear any personal medical cost / claims of the employees.
- 6.4 You will be entitled to 12 days of sick leave in a calendar year. Sick leaves cannot be encashed or carried forward.Trainees are not entitled to sick leaves during their training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.5 If you work a full day on a public holiday or weekend, you can request for Compensatory leave in Zoho People. Upon approval, you will see a credit which can be utilized during the calendar year.
- 6.6 You will be entitled to 18 days of Annual Leave in a calendar year. Leave entitlement will be auto calculated in Zoho People and will be allocated for each quarter in advance. For example, for the January quarter, leaves for the quarter will be made available on the 1st of January.
 Trainees are not entitled to annual leaves during training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.7 Annual Leave must be applied to the management 30 days in advance. Advance and Emergency Leave will only be granted at the management's discretion. No Annual Leave is allowed in the first 3 months of employment. Any absence from work during this period will be treated as loss of pay.
- 6.8 Leaves need to be utilized every six months. i.e. January to June leaves, should be used within this period. There will be no carry forward. For Christmas/New Year, you can utilize leaves on either side of the year and hence carry forward will not be required. All unutilized annual leaves can be encashed at the end of each year.
- 6.9 This contract shall be deemed to have been broken by you if you are absent from work for more than two consecutive working days without informing the management prior to your absence.



7. Termination

- 7.1 Your employment with Valenta is subject to termination on: This employment can be terminated by either party by giving THIRTY (30) DAYS prior notice in writing or THIRTY (30) DAYS pay in lieu of such notice. However, your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof as mentioned in clause 3.1. For every year of service rendered, 1-month notice will have to be provided subject to a maximum of 3 months (unless otherwise mutually agreed) as shown below:
 - o Upon confirmation up to 1 year of service 1-month notice;
 - o 1 year up to 2 years of service 2 months' notice;
 - o 2 years of service onwards 3 months' notice.
- 7.2 Valenta reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 7.3 For abundant caution, it is hereby clarified that you cannot waive the notice period requirement. In the event that you wish to terminate your employment with Valenta, and that your termination/ resignation letter will be accepted by Valenta on your satisfying the mandatory notice period as per Valenta policies. Further, till such time as Valenta accepts your resignation letter, you will be deemed to be an employee of Valenta and the terms and conditions of your employment will still continue to bind you.
- 7.4 Valenta shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - 7.4.1 You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Valenta policies and code of conduct; or
 - 7.4.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of Valenta is likely to bring Valenta any disrepute,



whether or not such act is directly related to the affairs of Valenta; or

- 7.4.3 You commit any breach of any of your duties or obligations under this agreement of the policies of Valenta.
- 7.4.4 There is a discrepancy in the copies of the documents/ certificates given by you as a proof of support of the information provided by you. In the event of termination, you shall not be entitled to any benefits whatsoever.

8. Mode of Communication

8.1 For any service of notice of communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9. Confidentiality

- 9.1 You agree at all times during the term of your employment and thereafter (without limit of time):
 - 9.1.1 To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of Valenta, and
 - 9.1.2 Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Valenta.
- 9.2 You agree to return to Valenta all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Valenta.
- 9.3 "Confidential Information" means any of Valenta proprietary or confidential information, technical data, trade secrets or know how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Valenta with whom you become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and



sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filled by Valenta in any country or jurisdiction (until the same is generally available to the public), and any other business information of Valenta including business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, and information which is common to the business of Valenta or which is generally known outside Valenta.

9.4 You understand that retaining the confidential nature of the confidential information is of utmost importance to the business Valenta and in addition to the terms of stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with Valenta.

10. Intellectual Property

- 10.1 You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/ or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with other and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Valenta shall belong to Valenta absolutely.
- 10.2 You agree, at Valenta expense, to provide, during and after this employment, all such assistance as Valenta reasonably considers necessary, to secure the vesting of such rights in Valenta or Terms of Employment Valenta its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).



- **11.** Data Privacy Compliance Policy You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: -
 - 11.1 You consent to the processing of your personal data in accordance with Valenta data privacy policy (the "Policy"), a copy of which can be obtained upon request;
 - 11.2 In particular, you explicitly consent to:
 - 11.2.1 The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
 - 11.2.2 The transfer worldwide of personal data held about you by Valenta to other employees and offices of Valenta worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.
 - 11.3 The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Valenta by you on their behalf. The references to "sensitive personal data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial and ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Valenta policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12. Non - Compete

12.1 You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product / services and/ or conduct any business, that directly competes with the kind of product/ services that is offered by Valenta to such client, either directly or indirectly with any of "Valenta's", client or any third party exposed to you,. In case you violate this provision, a minimum amount of INR 1,750,000 shall be payable by you to Valenta as damages.



13. Non-Solicitation of Employees and Clients

- 13.1 You agree that during the period of your employment with Valenta, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Valenta, you will not, either directly or indirectly:
 - 13.1.1 Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Valenta; or
 - 13.1.2 Adversely affect the business prospects of Valenta by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an employee of the Valenta for any purpose related in any manner to the business of Valenta.
 - 13.1.3 You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Valenta present business and the duties of your employment.
 - 13.1.4 You agree to not make any contact with the client(s) outside the regular course of business, this includes, any contact via social media or through personal email.

14. Warranty

- 14.1 You warrant that your joining Valenta will not violate any agreement to which you are or have been a party to.
- 14.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Valenta.
- 14.3 You warrant that you will comply with all Valenta applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Valenta.
- 14.4 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.



15. Indemnification

15.1 You agree to indemnify Valenta for any losses or damages sustained by Valenta caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16. Retirement

16.1 Your age of retirement from the service will be on completion of 60 years.

17. Professional Relationship

- 1.2 All contact between you and Valenta and its associates' clients will be through official email and other means via an approved professional login (i.e. Skype with a user name of name.valenta etc). You shall maintain a professional working relationship with Valenta and its associates' clients and shall not contact them outside the specified working hours.
- 1.3 You are prohibited from connecting or interacting with any of Valenta and its associates' clients on social media.
- 1.4 You are prohibited from discussing matters which are non-work related during and after the specified working hours.

18. General

- 18.1 The employer and employee agree to use their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations for a period of at least 3 months. This agreement contains the entire agreement between the employee and Valenta, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and/ or non-disclosure.
- 18.2 This agreement is made under and shall be construed according to the laws of India.



Employee agrees to submit to the jurisdiction of the courts of Bangalore.

- 18.3 This agreement shall remain current and in force, irrespective of whether you are under employment of Valenta or not.
- 18.4 Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.



Acknowledgement and Acceptance of Appointment by Valenta AI Pvt. Ltd.

I **Purushotham Reddy** have read and understood the above terms and conditions governing my employment with the company and hereby accept the above – mentioned appointment in totality.

I confirm my acceptance of the offer and shall report to the **Bangalore office** on **03/10/2022**

Signature:

Name:

Date:



Offer: Computer Consultancy Ref: TCSL/DT20218089312/Bangalore Date: 06/10/2021

Mr. Raghavendra Sunkollu Nagaraj #418849th Main,2nd Stage, Kumaraswamy Layout, Bengaluru-560078, Karnataka. Tel# 91-8453263520

Dear Raghavendra Sunkollu Nagaraj,

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

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GROSS SALARY SHEET

Annexure 1

Name	Raghavendra Sunkollu Nagaraj	
Designation	Assistant System Engineer-Trainee	
Institute Name	Visvesvaraya Technological University - Belgaum	

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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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of 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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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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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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(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 21



02/02/2022

Rashmi K #4/1, 1st Cross, Sudhamanagara, Lalbhag Road, Bangalore South, Karnataka - 560027

Dear Rashmi,

Welcome to Valenta AI Pvt. Ltd.! We are pleased to offer you a career opportunity with Valenta.

Based on your interview, you have been selected as a **Trainee - Automation** in the **RPA & AI Automation** team at **Bangalore.**

At Valenta, we believe we have a historic opportunity of building a world class company. We also believe we are unique in several ways – our equal strengths in AI; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards employment, initiative, flawless executive and leadership. In return, we promise to provide you a platform to grow and fulfil your personal and professional goals. We look for self- driven professionals like you who would partner the future growth of our organization. We are confident that with your skills, competencies and capabilities, you would be a valuable addition to our team.

The standard duration of our training program is 3 months. During your training, you will be paid a stipend of **INR ₹ 12,500.00** per month.

Upon successful completion of your training, you will be hired at level 1 as per our Organizational structure and under probation for 6 months. Your annual CTC will be INR ₹ 420,000.00 from the commencement of your probation period. As per statutory requirements and Valenta policies, the deductions in your salary will be Professional Tax, ESI if applicable, Provident Fund and Gratuity. You will receive a one time bonus of INR.₹ 67,500.00 post completion of one year from the date of joining the organization.

By signing this offer you confirm that you have no other contractual commitments or other legal obligations that would prohibit you from performing your duties to the company. Please endorse your acceptance by duly signing this letter electronically within 7 days from the date of offer.

We look forward to you joining us at our **Bangalore** office on 03/10/2022.

Yours sincerely,

Nishal Durba

Nishal Purba Human Resources



Upon your acceptance of this job offer, the below processes follow:

- At the time of joining Valenta, the following original copies of documents and information must be made available to us for verification on your first day in order to complete your on-boarding process:

Sl.no	Documents
1	To Process your Salary – PAN Card copy is mandatory. If you do not have a PAN Card- apply for it online using the said URL <u>https://tin.tin.nsdl.com/pan/index.html</u> .
2	Age Proof Certificate – Birth Certificate/ (School Certificates if ICSE / SSLC / CBSE)
3	Academic Certificates (Including additional certifications/courses) supporting your education qualifications along with mark sheets*
4	Your latest salary slips or salary certificate*
5	Experience Proof – Relieving letter from previous employers (if previously employed)*. The relieving letter or resignation acceptance need to be submitted in original
6	Copy of Photo ID Proof (Passport, Driver's License, Voter ID, PAN Card)
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable Income with break up) till the last date of your employment with them along with PAN number if available.
8	1 Passport Size Photographs
10	Copy of your updated resume
11	Joining Kit Duly filled in by you

- Original copies of the required documents need to be submitted. These original certificates will



be returned to you after due verification.

- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is recommended that all Valenta employees possess a valid passport. Otherwise, please apply for one. You are expected to have a valid passport within 60 days from the time you join Valenta.
- Apart from this, we would like to have the following information ready with you to be used during your joining formalities:
- o DOB and Name of Father, Mother, Spouse, Child / Children
- o Educational details with the passing year
- o Your past experience details with the exact years and role played
- o Blood Group
- o Your Savings Bank Account number
- o Your PAN Number
- o Passport Number, Place of Issue, Date of Issue, Validity: From and to Date.



ANNEXURE - 1

TERMS OF EMPLOYMENT

Your employment at Valenta will be governed by the Valenta's policies as modified from time to time. Copy of the present policy will be made available to you upon joining.

In particular, and without prejudice, to the following statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1. Hours of Work

- 1.1 A working day shall comprise of **nine working hours in a day.**
- 1.2 You may be required to work on a shift. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.
- 1.3 You may be required to do overtime from time to time as determined by the management.

2. Place of Employment

- 2.1 During your employment with Valenta, you will be liable to be transferred or deputed to any of the offices, departments within Valenta or its Associate Subsidiaries or Group of Companies, whether in India or Overseas.
- 2.2 In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Valenta policies prevalent at that time.

3. Probation

1.1 You will be on probation for a period of **6 months** with effect from joining date. In the event of you not being able to attain the standards required for confirmation of your services, this period or probation may be extended by the Management. The probation cannot be extended for more than 1 year. Upon completion of the probationary period to the satisfaction of the Management, the Management will confirm your appointment in writing. If you do not receive such a confirmation notification via email at the end of the probationary period, you will continue to be



on probation till you receive the confirmation notification from the Management or till your services are terminated. Your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof.

4. Travel

- 4.1 You may be required to travel, whether in India or Overseas, on official work purpose on short notice.
- 4.2 In the event that you traveled abroad in the course of employment and within 12 months of such travel submit your resignation, you will be bound to reimburse the Company for all the expenses incurred for and during the travel.

5. Salary and Benefits

- 5.1 Our salary cycle is first day to the last day of the month and salary will be paid by the fifteenth of the following month (i.e. 1st Jan to 31st Jan, paid by 15th Feb).
- 5.2 Appraisal reviews will be conducted twice a year in June & December. Salary increments will be reviewed once a year in December post completion of one year in the organization. Provision of increments are subjected to satisfactory appraisal reviews as well as the financial performance of the Company in the given year.
- 5.3 You acknowledge that it is Valenta policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.

6. Leave Entitlement Policy

- 6.1 A list of public holidays is published in the beginning of the year and displayed in the office. The foresaid list has also been made available on Zoho People. Any additional Public Holidays will be declared at management's sole discretion.
- 6.2 Should you be absent on account of illness, you must immediately notify your reporting manager at least one hour prior to your start time. You are required to produce a medical certificate upon returning to work. If you are sick for 2



consecutive days, you are required to produce a medical certificate upon returning to work. Please attach a doctor's certification while applying for sick leave in Zoho People.

- 6.3 The Company is not liable to bear any personal medical cost / claims of the employees.
- 6.4 You will be entitled to 12 days of sick leave in a calendar year. Sick leaves cannot be encashed or carried forward.Trainees are not entitled to sick leaves during their training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.5 If you work a full day on a public holiday or weekend, you can request for Compensatory leave in Zoho People. Upon approval, you will see a credit which can be utilized during the calendar year.
- 6.6 You will be entitled to 18 days of Annual Leave in a calendar year. Leave entitlement will be auto calculated in Zoho People and will be allocated for each quarter in advance. For example, for the January quarter, leaves for the quarter will be made available on the 1st of January.
 Trainees are not entitled to annual leaves during training period. Any leaves taken by trainees during the training period will be considered as a Loss of Pay.
- 6.7 Annual Leave must be applied to the management 30 days in advance. Advance and Emergency Leave will only be granted at the management's discretion. No Annual Leave is allowed in the first 3 months of employment. Any absence from work during this period will be treated as loss of pay.
- 6.8 Leaves need to be utilized every six months. i.e. January to June leaves, should be used within this period. There will be no carry forward. For Christmas/New Year, you can utilize leaves on either side of the year and hence carry forward will not be required. All unutilized annual leaves can be encashed at the end of each year.
- 6.9 This contract shall be deemed to have been broken by you if you are absent from work for more than two consecutive working days without informing the management prior to your absence.



7. Termination

- 7.1 Your employment with Valenta is subject to termination on: This employment can be terminated by either party by giving THIRTY (30) DAYS prior notice in writing or THIRTY (30) DAYS pay in lieu of such notice. However, your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, without any payment or compensation in lieu of notice, and without assigning any reason thereof as mentioned in clause 3.1. For every year of service rendered, 1-month notice will have to be provided subject to a maximum of 3 months (unless otherwise mutually agreed) as shown below:
 - o Upon confirmation up to 1 year of service 1-month notice;
 - o 1 year up to 2 years of service 2 months' notice;
 - o 2 years of service onwards 3 months' notice.
- 7.2 Valenta reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 7.3 For abundant caution, it is hereby clarified that you cannot waive the notice period requirement. In the event that you wish to terminate your employment with Valenta, and that your termination/ resignation letter will be accepted by Valenta on your satisfying the mandatory notice period as per Valenta policies. Further, till such time as Valenta accepts your resignation letter, you will be deemed to be an employee of Valenta and the terms and conditions of your employment will still continue to bind you.
- 7.4 Valenta shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - 7.4.1 You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Valenta policies and code of conduct; or
 - 7.4.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of Valenta is likely to bring Valenta any disrepute,



whether or not such act is directly related to the affairs of Valenta; or

- 7.4.3 You commit any breach of any of your duties or obligations under this agreement of the policies of Valenta.
- 7.4.4 There is a discrepancy in the copies of the documents/ certificates given by you as a proof of support of the information provided by you. In the event of termination, you shall not be entitled to any benefits whatsoever.

8. Mode of Communication

8.1 For any service of notice of communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9. Confidentiality

- 9.1 You agree at all times during the term of your employment and thereafter (without limit of time):
 - 9.1.1 To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of Valenta, and
 - 9.1.2 Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Valenta.
- 9.2 You agree to return to Valenta all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Valenta.
- 9.3 "Confidential Information" means any of Valenta proprietary or confidential information, technical data, trade secrets or know how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Valenta with whom you become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and



sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filled by Valenta in any country or jurisdiction (until the same is generally available to the public), and any other business information of Valenta including business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, and information which is common to the business of Valenta or which is generally known outside Valenta.

9.4 You understand that retaining the confidential nature of the confidential information is of utmost importance to the business Valenta and in addition to the terms of stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with Valenta.

10. Intellectual Property

- 10.1 You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/ or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with other and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Valenta shall belong to Valenta absolutely.
- 10.2 You agree, at Valenta expense, to provide, during and after this employment, all such assistance as Valenta reasonably considers necessary, to secure the vesting of such rights in Valenta or Terms of Employment Valenta its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).



- **11.** Data Privacy Compliance Policy You consent to the terms and conditions of the Data Privacy Compliance Policy stated below: -
 - 11.1 You consent to the processing of your personal data in accordance with Valenta data privacy policy (the "Policy"), a copy of which can be obtained upon request;
 - 11.2 In particular, you explicitly consent to:
 - 11.2.1 The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
 - 11.2.2 The transfer worldwide of personal data held about you by Valenta to other employees and offices of Valenta worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.
 - 11.3 The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Valenta by you on their behalf. The references to "sensitive personal data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial and ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Valenta policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12. Non - Compete

12.1 You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product / services and/ or conduct any business, that directly competes with the kind of product/ services that is offered by Valenta to such client, either directly or indirectly with any of "Valenta's", client or any third party exposed to you,. In case you violate this provision, a minimum amount of INR 1,750,000 shall be payable by you to Valenta as damages.



13. Non-Solicitation of Employees and Clients

- 13.1 You agree that during the period of your employment with Valenta, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Valenta, you will not, either directly or indirectly:
 - 13.1.1 Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Valenta; or
 - 13.1.2 Adversely affect the business prospects of Valenta by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an employee of the Valenta for any purpose related in any manner to the business of Valenta.
 - 13.1.3 You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Valenta present business and the duties of your employment.
 - 13.1.4 You agree to not make any contact with the client(s) outside the regular course of business, this includes, any contact via social media or through personal email.

14. Warranty

- 14.1 You warrant that your joining Valenta will not violate any agreement to which you are or have been a party to.
- 14.2 You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Valenta.
- 14.3 You warrant that you will comply with all Valenta applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Valenta.
- 14.4 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.



15. Indemnification

15.1 You agree to indemnify Valenta for any losses or damages sustained by Valenta caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16. Retirement

16.1 Your age of retirement from the service will be on completion of 60 years.

17. Professional Relationship

- 1.2 All contact between you and Valenta and its associates' clients will be through official email and other means via an approved professional login (i.e. Skype with a user name of name.valenta etc). You shall maintain a professional working relationship with Valenta and its associates' clients and shall not contact them outside the specified working hours.
- 1.3 You are prohibited from connecting or interacting with any of Valenta and its associates' clients on social media.
- 1.4 You are prohibited from discussing matters which are non-work related during and after the specified working hours.

18. General

- 18.1 The employer and employee agree to use their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations for a period of at least 3 months. This agreement contains the entire agreement between the employee and Valenta, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and/ or non-disclosure.
- 18.2 This agreement is made under and shall be construed according to the laws of India.



Employee agrees to submit to the jurisdiction of the courts of Bangalore.

- 18.3 This agreement shall remain current and in force, irrespective of whether you are under employment of Valenta or not.
- 18.4 Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.



Acknowledgement and Acceptance of Appointment by Valenta AI Pvt. Ltd.

I **Rashmi K** have read and understood the above terms and conditions governing my employment with the company and hereby accept the above – mentioned appointment in totality.

I confirm my acceptance of the offer and shall report to the **Bangalore office** on **03/10/2022**

Signature:

Name:

Date:



OFFER LETTER

Date:17/08/2022

Dear, Ravikiran C Kuratti

We would like to offer you the position of a Business Associate in our Company, Stars Management.

Congratulations...! Your date of joining is set to be 28/08/2022 time 9:00am

You are required to begin your career graph in the company from Level 1, as the Business Associate and over a period of time you will be trained in different functional areas to handle various responsibilities within the company, namely Sales/ Advertising & Branding/ Marketing, Revenue Generation:

SALARY-training period (30 days to 90 days) 13k fixed salary per month + incectives (13k to 30k per month its based upon performance), the salary hike of a candidate after the training period will be 24k fixed salary per month + incectives (24k to 30k based on the performance).

There will be level by level learning and promotion

Stage 1-Business Associate (13k to 30k)

Stage 2 - HRD Trainer (14k to 40k)

Stage 3 - Team Leader (18k to 40k)

Stage 4 - Assistant Owner (25k to 60k)

Stage 5 - SBU Head (35k to 1.5L)

When you get a level by level promotions salary will be increased based on your promotions. Starting salary will be fixed upto will be based on your performance.

Your require to Submit the following documents and collect your Appointment Letter from us at the earliest

- 1. **3 PP** size photographs
- 2. 1 Photostat copies of Pan Card
- 3. Latest copy of updated CV/ Bio-data
- 4. 1 Photostat copy of the certificate (any one semester exam)
- 5. 1 Photostat copies of Address Proof
- 6. 1 Photostat copies of bank pass-book

Only on submission of the same, you will be considered as Associate with the company. We would like to extend our warm welcome to you and are glad to have you as a part of the company. Hope to see you grow and reach the next level with great zeal and enthusiasm.

ALL THE BEST!

Managing Director.

V.Sakthi Krishnan

No.134, 4th Floor, Co-Operative Society Building, KH Road, Shanti Nagar, Bengaluru, Karnataka 560027. Mob: 8088791005



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Superset ID: 1666597

Letter of Intent ("LOI")

Dear Ruthvik 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.

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

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

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Preonboarding 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, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: Query on LOI Superset ID 1666597
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: Query on On-Boarding - Superset ID 1666597
- In case of any other query, write to use with e-mail subject as: Other Queries- Superset ID 1666597

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

Ruthvik R Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/-**(**Rupees Four Lakh only**). On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/-** (**Rupees Twenty Five Thousand only**). Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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

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

DocuSign Envelope ID: 94038B00-833A-4B44-9558-70E77CE9F1DF

NTT DATA Global Delivery Services Private Limited

Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



March 10,2022

SAMARTHA C SHETTY KSSEM

Dear SAMARTHA

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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Services IT Development Program Senior Associate II** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **500000** 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 intent of offer. 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

Regd. Office: NTT DATA Global Delivery Services Private Limited, Block 2, 2nd Floor, D7, Plot No. 123, EPIP Phase II, Whitefield Industrial
Area, Bangalore 560 066 IndiaPage 1 of 2



Annexure A	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) 2. 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
4. Fou 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.
FOR NTT DATA GLOBAL DELIVERY SERVICES PRIVATE LIMITED
DocuSigned by:
Urmimala Sarkar
URMIMALA SARKAR DIRECTOR - TALENT ACQUISITION
We request you to please read and sign the enclosed copy of this letter and return it by March 11,2022 to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.

Salad Signature: SAMARTHA C SHETTY

Date: March 10,2022



DECLARATION

Chandrashekhar

I, **SAMARTHA C SHETTY** S/o, D/O, W/O______, having permanent address at Melige, melige(p), thirthahalli 577415 _______ 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.

SIGNATURE⁵⁸ NAME: SAMARTHA C SHETTY DATE: March 10,2022 PLACE: Bangalore



February 12,2022

Sanjay Subramanya Bhat Kammavari Sangham School Of Engineering and Management (KSSEM)

Dear Sanjay,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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.



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) 2. 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
URMIMATA*SARKAR DIRECTOR - TALENT ACQUISITION
We request you to please read and sign the enclosed copy of this letter and return it by <i>February 13,2022</i> to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.
Signature:



DECLARATION

I, Sanjay Subramanya Bhat S/o, D/O, W/O_____, having permanent address

#51,17th Main, Aicoob Nagar, BTM 1st Stage, Bangalore-560068

at ________ 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:

NAME: Sanjay Subramanya Bhat DATE: February 12,2022 PLACE: Bangalore

(expleo)

Ref: EXP/GET/22-23/OFF/567 16-January-2022

Offer Letter

Sean Kevin 202-B, Sanathana Vrindhavan 4Th Cross Vasantha Vallabha Nagar Vasanthapura, Bengaluru - 560061

Dear Sean Kevin,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

Expleo Solutions Ltd 6A, Swith Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) kandanchavadi, Chennai 600096 + India + T. +91 44 4392 3200

CIN L64202TN1998PLC066604 . GST No: 33AABCT0976G1ZG

(expleo)

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt' the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
 - This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
 - 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
 - You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Səlai (OMR) Kandanchavadi, Chennai 600096 + India + T, +91 44 4392 3200 CIN: L64202TN1998PLC066604 + GST No: 33AABCT0976G12 3

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

Yours Sincerely, for Expleo Solutions Ltd

Manjunathan C Director - People Services

> Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadı, Chennai 600096 • India • T. +91 44 4392 3200

> > CIN: L64202TN1998PLC066604 · GST No: 33AABCT0976G1ZG

Salary Annexure

Components	Monthly	Annual
Earning	gs (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
Flexible Basket of	f Allowances (B)	1N
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
, Annual Com	ponent (C)	
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity	127	7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company	29,663	363,164
Employee Medical	Benefit Coverage	
Group Medical Coverage (GMC)		200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

*Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Date:

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19th** day of January 2022 BY AND BETWEEN, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and Mr. Sean Kevin S/o Sachidanandan D, aged 21 yrs, and residing at 202-B, Sanathana Vrindhavan 4Th Cross Vasantha Vallabha Nagar,Vasanthapura, Bengaluru - 560061, hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

CIN: L64202TN1998PLC066604 · GST No: 33AABCT0976G1ZG

- 4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.
- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration cost shall be borne by the Company.

- Notwithstanding the foregoing the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings u/s 9 of the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

(expleo)

Manjunathan C Director - People Services

Acknowledgement

I accept the above Terms and Conditions and will report for work on _____

Signature:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN: L64202TN1998PLC0666604 • GST No. 33AABCT0976G1ZG

Date:

Graduate Engineer Trainee

Signature

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



February 12,2022

Shilpa G R K.S.School Of Engineering And Management

Dear Shilpa,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000

Shilpa G R



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) 2. 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
URMIMALASARRAR DIRECTOR – TALENT ACQUISITION
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.
DocuSigned by:
Signature: Shilpa G R Date: February 12,2022

Date: February 12,2022

Confidential

NTT DATA Global Delivery Services Private Limited Block 2, 2nd Floor, D7 Plot No. 123, EPIP Phase II, Whitefield Industrial Area Bangalore 560 066 India Tel: +91.80.3342.6000



DECLARATION

Ramakrishnaiah G T

I, Shilpa G R S/o, D/O, W/O_____, having permanent address

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.

SIGNATURE: SIGNATURE: NAME: Shilpa G R DATE: February 12,2022 PLACE: Bangalore

Confidential

1661805102



Caffeine Baar Pvt. Ltd. #1424/81 , South end A cross, 2nd floor, Roof Top Jayanagar, 9th block, Bangalore - 560069

> contact@thecaffeinebaar.com +91 94489 03991

CIN: U51909KA2020PTC133472 GST: 29AADCT0161K1SL

Dear Shivani,

Subject : Offer Letter 10/04/2022

Further to our recent discussion, it is with great pleasure that we offer our employment as a **Junior Barista** at The Caffeine Baar.

As the job requires full-time commitment, you have agreed to work the hours required, which may vary from time to time, in order to meet the objectives of your position. In anticipation that the job may evolve over the course of time, you have agreed that your duties, responsibilities, reporting relationships and the location of your employment may be changed by the company from time to time, and that these changes will not affect or change any other part of this agreement. Your compensation will be INR 13000/month CTC which will be paid on a monthly basis while the variable component will be paid yearly, if any.

Holidays, vacations, time off, and other related benefits will be in accordance with the company policy. The salary and benefits may change from time to time without affecting the other terms of your employment. We confirm that this letter constitutes a part agreement between us with respect to your employment, regardless of any informal discussions that may have taken place during the hiring process. There will be an additional undertaking we will agree on on your first day of employment please send along the below listed documents / details :

a) Date of Birth proof certificate (Copy of passport / birth certificate / S.S.C / Aadhaar Card)

b) Resignation Letter with Acknowledgement / Relieving letter from previous employer (Original)

c) Two passport size photographs (Recent)

d) Payslip from last employer

Kindly sign a copy of this letter as a token of your acceptance of this offer. We are impressed with your skills and accomplishments and feel your background and experiences are a good match for our present and future needs. We look forward to having you as a part of our team here at The Caffeine Baar.

For Caffeine Baar Pvt Ltd,

Poojya Prasad

Director



Warm Welcome

27 May 2022

Name: Sneha S

Applicant ID: 4999

Mailing Address: snehasblr02@gmail.com

Sub: Letter of Appointment

Dear Sneha,

We are pleased to make an offer of employment on behalf of Sasken Technologies Limited (formerly known as Sasken Communication Technologies Ltd) (hereinafter referred to as 'Sasken' or the 'Company' as the context may require), on the following terms and conditions:

Designation: ASSOCIATE SOFTWARE ENGINEER

Band: GT

Date of Joining: 05 September 2022

Location: Bangalore

You will be reporting to V Madhusudana D Rao

Total Compensation: Your Total Compensation will be Rs. **510,187.00** per annum. The salary structure is described in the Salary Stack Up Sheet (Annexure-1). For the relocation benefits you are entitled to refer Annexure-2.

Your individual remuneration is a confidential matter purely between yourself and the company and has been arrived at based on the role/job, skill specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

Other Benefits: You will be eligible for the following:

1. Leave, holidays and working hours as applicable to your category of employees and location of posting.

2. Perquisites, if any, as applicable to your category of employees and/ or based on functional requirements as determined by the company

3. Group Medical Insurance coverage, Group Personal Accident and Life Insurance coverage. Sasken encourages all employees to opt for Sasken Mediclaim Policy mandatorily. We also encourage employees to ensure that they have their immediate family covered under the policy.

Employees may be allowed to opt out of the insurance cover for themselves, if they provide proof of their coverage in other Mediclaim Insurance Policy or as per the Medical Insurance policy conditions. The Insurance premium may vary each year and will be communicated to the employees during the renewal of the policy.

4. Participate in the company Provident Fund Scheme as per the rules and policies applicable to your category of employees.



Terms of Employment

Working Hours: Being a result-oriented company, we believe in flexible timings. The working hours is as per Company policies. However, the company expects every employee to put in minimum of 8.5 work hours per day (excluding lunch break). In case you are at customer location, you are expected to follow the customer work schedule and you may be required to work for 6 days a week or more than 42.5 hours a week, which will not be additionally compensated. You may be required to work on shifts based on customer requirements.

Place of Work: At Sasken, the execution of the project can be at any of the Sasken facilities or at Client location. You will be required to work at any location as determined by the Company from time to time and you consent for the same.

Increment and Promotions: Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are ordinarily given as per the Company Salary Revision cycle.

Retirement Age: You shall retire in the normal course from your services of the company on attaining the age of superannuation that is on the last working day of the financial year following your 60th birthday or earlier if you are found to be medically unfit.

Termination / Notice Period: We hope your association with us will be a very long one. However, this association may be terminated by either party by giving two months' notice. However, in the event of wilful neglect of your duties, breach of trust, gross indiscipline, any other serious dereliction of duties or other misconduct that may be prejudicial to the interests of the company, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever. Sasken reserves the right to pay or recover salary in lieu of notice period from your full and final settlement amount and you consent for the same. Unauthorized absence or absence without permission from duty for a continuous period of 5 working days, shall result in the loss of your lien on employment. In such case, the Company shall be entitled to terminate your employment forthwith. Without prejudice to the generality of the foregoing the Company reserves the right to demand a "No Claim statement" at the time of separation as a condition precedent to close your full and final settlement.

Travel: You are liable to undertake travel on company work for which you will be reimbursed travel expenses as per prevailing Company policy applicable to you.

Assignment/Transfer: You are liable to be assigned/transferred in such capacity as the company may from time to time determine to any other location within or outside India, department, function, establishment, or branch of the company or subsidiary, associate or affiliate company, either in existence or which may come into existence. In such cases you will be governed by the terms and conditions of service applicable to the new assignment. Notwithstanding any assignment/transfer to any branch, subsidiary or affiliate, the Company shall have the right to recover any of its dues from the salary payable to you by any of its branch, subsidiary or affiliate and you consent for the same. In cases where the assignments are made to customer projects, you consent to honour the commitment made to the customer project for a minimum period of six months unless otherwise specified by Sasken.

Pursuant to any business arrangement, including but not limited to, a sale of assets, merger, takeover, acquisition, or hive-off, the Company may also transfer you onto the rolls of another entity and you consent for such transfer.

Medical Fitness: By accepting this offer there is an implicit confirmation by you that you are medically fit to effectively perform the job for which you are employed or for any other assignment that may be given to you from time to time. You may be called upon, to undergo medical examinations, as the management may deem necessary. In the event the examination reveals any ailment including any physical or mental impairment that (i) prevents or hinders you from performing your assignment effectively or (ii) could put the health of the other employees at risk, the same shall be a reasonable ground to discharge your services with immediate effect, without any compensation or notice.

Conflict Of Interests: You are required to engage yourself exclusively in the work assigned by Sasken and shall not undertake any independent or individual assignments (whether the same is Part time or full time, in an advisory capacity or otherwise)



directly or indirectly, with or without compensation, without the express written consent of the Sasken Management. 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.

Confidentiality: Upon reporting to work, you will be required to execute a Confidentiality Agreement in favour of the Company and/or its customers (the 'Confidentiality Agreement').You hereby unconditionally undertake not to use the confidential information of the Company and /or its customers, at any time and your confidentiality obligations shall survive termination/cessation of your employment with the Company. In the event of breach by you of this confidentiality provision and/or the provisions of the Confidentiality Agreement, while in the services of the Company or thereafter, the Company will be at liberty to initiate appropriate legal proceedings against you.

Further you shall not, during the employment, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and shall not bring onto the premises of Company, its affiliates or parent company or utilize for any purpose in connection with their respective business, any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. In the event of breach, you shall be solely responsible for any claims from your previous or former employer and further undertakes to defend, fully indemnify and hold harmless the Company its affiliates and subsidiaries from all or any claims demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, fines, judgments, settlements, expenses (including attorneys' fees) and costs (collectively, "Claims"), that may be asserted against or incurred by the Company its affiliates and subsidiaries.

As an employee you will have access to the confidential information of the Company and to the valuable trade and business connections belonging to the Company, which are essential to the continued success of the Company. The disclosure of any such confidential information or exploitation of such trade or business connection otherwise than to the benefit of the Company would do serious damage, financial and otherwise to its business. Therefore you shall not without the prior written consent of the Company during your period of employment and for a period of two years after the exit, whether alone or jointly with, or as principal, partner, agent, director, employee, or as consultant, directly or indirectly be engaged in any executive or technical capacity in any business concern which shall be in competition with any of the businesses carried on by the Company as on the date of exit, for whatever reason.

Compliance with Data Protection Laws: As an employee you must ensure compliance with the Data Protection Laws when handling personal data in the course of employment including personal data relating to any employee, consultant, customer, client, supplier or agent of Sasken. As an employee you will also comply with the Sasken's IT Corporate Policy and other communication policies while handling personal data.

In case of failure to comply with the Data Protection Laws or any of the policies listed above the same may be dealt with under our disciplinary procedure of Sasken and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

"Data Protection Laws" means data protection and privacy laws, regulations, regulatory requirements and codes of practice and code of data protection and privacy policy of Sasken in connection with its data processing obligations or which may otherwise apply, including laws applicable in the country or countries where personal data is collected, held or processed, including the Data Protection Directive and Directive 2002/58/EC and 95/46/ EC (and respective local implementing laws) and the Privacy and Electronic Communications Directive 2002/58/EC, regulations issued by the USA Department of Health and Human Services, and any applicable guidelines and codes issued by a competent data protection authority, or other competent governmental body or agency, in respect of such laws, or any subsequent directives.

Non - Solicitation: During the period of employment and for a period of two (2) years after the date of termination of your employment with the Company, you shall not either directly or indirectly, either alone or in association with others (i) Solicit, or encourage any organization and/or any third party to Solicit, any customers and suppliers of the Company or its affiliates and subsidiaries; (ii) Hire for employment, or engage as an independent contractor or permit any organization to Hire for employment, any person who is in employment of the Company or its affiliates and subsidiaries.



The term **"Solicit**" shall mean, but is not limited to any request or appeal made directly or indirectly, either oral or written, or any endeavour to obtain, seek or plead for business or securing a promise of business or an attempt to advertise, promote, sell, distribute products or services or issuance of an offer for products or services, submission of a quotation or request for any favours of commercial value addressed to any customers and suppliers of Sasken, which may directly or indirectly result in interfering with the business relationship of the Company or its affiliates and subsidiaries with its customer and suppliers.

The term "**Hire**" shall mean, but is not limited to a request or appeal or an attempt to offer or to offer an opportunity for employment or contractual work directly or indirectly, with or without wages to any employees of the Company or its affiliates and subsidiaries.

Non Disparagement: You undertake to refrain from making any negative or disparaging statements (orally or in writing) about Sasken or its stockholders, directors, officers, employees, products, services or business practices, at any point of time for any publication in the print media, internet, blog or in any other media and shall further refrain from urging or influencing any person to make any such statement or engage in any conduct, which goes against the interest of Sasken, in any manner. This covenant shall survive & continue in perpetuity and shall be binding on the Employee, at all times.

Intellectual Property Ownership: You hereby agree that any idea, invention, design or discovery, and any intellectual property rights arising there from, whether conceived or made by you alone or with others, during the employment (whether during the course of your normal duties or other duties specifically assigned to you and whether during normal working hours or using the facilities of the Company or otherwise) which relate to the business of the Company or not, are the property of the Company and you hereby assign any such rights which original vest in you to the Company and unconditionally and irrevocably waive all moral rights in the same.

If you conceive or make or are involved in developing any such idea, invention, design or discovery and any intellectual property rights arising there from, you will immediately disclose all information concerning the same to the Company (but otherwise keep the same confidential) and at the Company's request assign (and do everything necessary to assist in the assignment of) your intellectual property rights in the same in any jurisdiction worldwide to the Company without receiving payment. You hereby agree to enter into a detailed intellectual property assignment agreement, with Company and/or its Customers, when requested by Company.

Company Property: You are expected to use the Company property including tools, software, hardware, laptops office and other equipment with due care and diligence. You may be liable to compensate the Company for any loss or damage the Company may incur as a result of damage or destruction to the Company property arising out of your negligence or misconduct.

Upon termination of the employment for any reason, you shall immediately return to the Company all property, including, but not limited to, laptops, documents, papers, records, accounts, specifications, catalogues, drawings, lists, correspondence, keys, visiting cards, security passes or the like relating to the Company's business which is in your possession or under control and you must not take copies of the same without the Company's express written authority.

Personal Data: You will keep us informed of any change in your residential address, your e-mail address for correspondence, your civil status, and educational professional qualification. In the event of any change in the data or information provided by you at the time of joining the company, you will immediately update all such information in the online employee information sheet so as to keep all records updated and accurate at all times. Any notice required to be given to you shall be deemed to have been duly and properly served if delivered to you personally or sent by registered post to you at your address, as recorded with the Company. Sasken takes all reasonable security measures to protect the Personal Information of their employees against loss, misuse or unauthorized access, disclosure, alteration or destruction.

Statement of Facts: It must be specifically understood that this offer is made based on your proficiency on the technical / professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or overseas. In case, any information furnished by you in your application or during the selection



process is found to be incorrect/false/ misleading, and/or if it is found that you have suppressed any material information in respect of your qualification or past experience, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company reserves the right to terminate your services anytime without notice or compensation in lieu thereof.

You covenant that as at the date of joining Company you will not be under any obligation, restriction or duty, whether express or implied, to any third party which might or will adversely affect your ability to enter into this employment or which might or will prevent or restrict you wholly or in part, from performing the duties herein.

Recovery: The Company shall be entitled to require you to execute a Service Agreement undertaking to serve the Company for a minimum stipulated period, in the event that the Company is desirous of imparting to you any specialized training relevant to your employment with the Company and you consent for the same. In such a case, you shall be entitled to terminate your employment with the Company only on the completion of the stipulated service period agreed to and provided therein or you shall repay to the Company, a pre-determined amount covering all the costs paid to you or on your behalf on this training. Refusal of attending or receiving such training shall be a misconduct. In the event of failure to pay the pre- determined amount, the Company shall be entitled to adjust the same from your full & final settlement and you consent for the same. If the full & final settlement amount is not sufficient to recover the pre- determined amount, the Company may at its sole discretion initiate appropriate legal proceedings for recovery of the balance amount.

Communication on Salary Revision: Any communication on salary and benefits, present or future, will be valid only if communicated by the designated persons from HR. In this regard, no other communication made by reporting manager, functional head or any other managers will be considered valid and binding on the Company.

Background verification: This offer is valid subject to Background verification clearance. However, in the event of discrepancy in the information provided, the company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever.

Equal Opportunity Employer: Sasken is committed to being an equal opportunity employer that will provide equitable access to all in terms of employment opportunities, career advancement and compensation and benefits without any discrimination based on factors such as gender, sexual orientation, nationality, religion, and disability among others. Equity, justice and fairness will be the guiding principles governing every decision related to the Company policies. You are responsible for upholding the spirit of the policies, embracing commitment to our foundational values IRISE, and business values LEAP. You pledge to act in a manner that ensures compliance and avoids violations.

Policies and Practices: The employment terms contained in this letter are not exhaustive and are subject to Company policies including Sasken Code of Conduct and Sasken NDA. You agree to abide by all the Company rules, regulations, instructions, policies, practices and procedures that the Company may amend / abrogate / modify/rescind from time to time and to identify the Company for any loss suffered as a consequence of a breach by you of the Company's rules, regulations, instructions, policies, practices and procedures. All Company policies, practices and procedures are available on Company's intranet and the same shall override any oral or written communication made by any employee.

You acknowledge and agree that any written communication made by any employee that deviates from policies practices and procedures published on Company's intranet shall not be binding on the Company, unless such written communication is counter signed by HR Head or any members of the Governing Council. You are advised and instructed to go through the policies and strictly adhere to them. Violation, Noncompliance or breach of any of the Company policies and regulations shall be considered as serious misconduct and dereliction of duty, which can call for immediate termination of employment.

Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provision of this agreement shall continue in full force and effect.



Order of precedence: This employment / offer letter represents the entire agreement between you and the Company and supersedes and replaces any prior representations, promises, understandings, communications or agreements, whether oral or written, between you and the Company regarding the subject matter described in this offer letter, including any offer letter earlier issued by the Company to you. This letter agreement may only be changed, altered, modified or amended in a written document signed by you and a duly authorized signatory of the Company.

To indicate your acceptance of the company's offer please sign and date the duplicate of this Offer letter and send to offers@sasken.com of Talent Acquisition-Team at the earliest.

You are required to report to the Sasken office address at 9.00 am on the date of your joining, and the offer stands withdrawn thereafter, unless the reporting date is extended and communicated to you in writing. Please ensure that you reach the office at the designated time for the joining formalities. At the time of joining, you are requested to submit the documents as per Annexure 3.

We hope that our association will be a long, fruitful and mutually satisfactory one.

Yours sincerely, For **Sasken Technologies Limited.**

Digitally signed by

Date: 27 May 2022 Location: Bangalore



I acknowledge that I have carefully read and fully understood and accept all the contents of this Offer letter and that I am voluntarily & unconditionally accepting the same. I understand that I am required to sign this Offer letter as a condition of my employment with Sasken.

My joining date will be: 05 September 2022

Mailing address: bangalore

Permanent Address: bangalore

Signature:

Date:

Enclosures:

Annexure 1- Salary Stack Up Sheet; Annexure 2 – Relocation Benefits; Annexure 3 – Joining Formalities



Annexure 1

SALARY STACK UP SHEET

Name: Sneha S Salary Stack Up Sheet For GT		
A.Fixed Pay	450,000.00	
A1. Basic	211,884.00	
A2. Flexible Benefits Pay	212,689.00	
A3. Statutory Bonus	0.00	
A4. Employer Contribution of PF	25,427.00	
B.Variable Pay	50,000.00	
C.Gratuity	10,187.00	
D. CTC (= A+B+C)	510,187.00	

Note: Variable Pay-out will be based on the Company Variable Pay Plan policy.



Compensation Structure (Take home)

Sneha S

Components of Salary		Value in INR	
Earnings			
		Monthly	Annum

BAND			
VPP % 10.00			
Gross		37,500.00	450,000.00
I. EARNINGS			
A. Basic		17,657.00	211,884.00
 B. Flexible Benefit Pay i. House Rent Allowance ii. Conveyance Allowance iii. Medical Expenses Reimbursement iv. Leave Travel Allowance v. Children Education Allowance vi. Children Hostel Allowance vii. Refreshment Allowance viii. Hospitalization Reimbursement ix. Other Allowance x. Superannuation employer (Max 15% of monthly gross) 		17,725.00	212,689.00
C. Statutory Bonus		0.00	0.00
D. Company Contribution of PF		2,119.00	25,427.00
F. Fixed pay (A+B+C+D)		37,500.00	450,000.00
G. Variable pay		4,166.67	50,000.00
H. Total Salary (F+G)		41,666.67	500,000.00
I. Gratuity		849.00	10,187.00
K. CTC (H+I)		42,516.00	510,187.00
II. STANDARD DEDUCTION			
L. Employee contribution of PF	2,119	9.00	25,427.00
M. Professional Tax	200	.00	2,400.00
N. Total deduction (L+M) 2,31		9.00	27,827.00
O. Net Pay before Tax((A+B+C) - N))	33,06	3.00	396,746.00

3. Any other statutory deduction which is not mentioned above



Annexure 2

Dear Sneha,

Welcome to the Sasken Family.

In order to make your transit smooth, we offer the following benefits to help you and your family relocate from the current place of stay to Bangalore. You must claim reimbursement of these expenses within one month of your joining Sasken.

Shifting of personal effects in case of intercity movements: In case you are moving personal effects, the company will pay for its moving, on actuals subject to limits as per the Sasken Domestic Relocation Policy. This includes charges of Insurance, Packing, Loading, Unloading, and Unpacking. All bills in original have to be submitted for claiming the same.

Reimbursement of Relocation expenses in case of intercity movements: All the relocation expenses are one-time reimbursements. Hence once you have joined you can get these expenses reimbursed. You can do this by attaching a relocation reimbursement form to all the documents supporting your expenses, and getting it approved by your manager. You could then forward it to Finance through HR, to get a reimbursement.

Assistance in Housing: Brokerage charges up to fifteen days rent will be paid subject to the limits defined as per Sasken Domestic Relocation Policy. Sasken also provides an interest free housing security deposit loan. The loan will be recovered from your salary in 18 equal monthly instalments starting from the following month of the loan sanction.

Notice Pay: If Sasken has agreed 'at the time of selection' to reimburse the notice pay, the same will be reimbursed on production of a receipt from the previous employer.

Please note that all relocation reimbursement expenses will be considered as taxable income. This tax liability would be borne by the employee.

If you leave the Company within one year of joining, you will have to refund the entire amount spent by the company in relocating you and your family as per the Domestic Relocation Policy of the company.

For any further clarifications / doubts in this regard, please contact offers@sasken.com.

Yours cordially, For **Sasken Technologies Limited**

Lata Bhat Global Head - Talent Acquisition



Annexure 3

JOINING FORMALITIES

27 May 2022

Dear Sneha,

Thanking you in anticipation for opting to join us and welcome to the Sasken family.

Pre-joining Process: We would require the following information from you fifteen days prior to your joining, to make your joining process as smooth as possible.

- Your actual date of joining
- If you are relocating and you need initial assistance for accommodation
- PAN details

At Sasken we encourage joining preferably on Monday but offer flexibility to join on all working days at 9.00 A.M.

Please use the checklist below, for all **MANDATORY** documents, which need to be produced on the day of your joining. If you are without all your documents on the day of joining, we would be unable to continue with your joining formalities for that day, you would need to return on the following joining schedule. We request you to inform us ahead of time of any issues pertaining to your joining or with respect to producing any of the required documents on the joining date. This will help us to plan accordingly.

Note: Please carry the original copies of all mandatory documents. The originals are required only for verification purpose and will be handed over back to you post verification.

- 1. Experience certificate from all the previous organizations
- 2. Last three month pay slip (Most recent employment)
- 3. Highest qualification degree certificate + All Semester marks sheet
- 4. Copy of Passport (if you have)
- 5. Copy of all visas including the expired ones (if you have)
- 6. 2 Copies of Aadhaar
- 7. 2 Copies of PAN Card
- 8. Four passport size photos with white background ONLY
- 9. Your blood group details
- 10. Date of Birth of dependants (for medical policy)
- 11. PF details
- Old PF account number

- Address of the current organization with whom it is retained (if you intend to get your PF transferred).

- PF account of the previous establishment (Is it with the Regional Provident Fund Commissioner or with a private trust. In case of private trust, please carry the name of the trust)



Looking forward to meeting you.

For any clarifications do get in touch with the signatory of this document.

Thanking You,

Yours Cordially, For **Sasken Technologies Limited,**

Lata Bhat Global Head - Talent Acquisition



Annexure 4

Condition of employment for Campus Hires

Welcome to the Sasken Family.

This offer of employment is valid subject to your successful completion of the qualifying degree in this academic year, scoring a minimum of 65% aggregate (or 6.5 CGPA) with no standing backlog in your graduation/post-graduation, Standard 12th (or Diploma) and Standard 10th. It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics. Sasken 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.

Date of joining provided in this offer is provisional. Exact date of your joining will be intimated to you after you provide us the marks card of all the semesters or/and the provisional degree certificate of the highest qualification for which you are offered this employment, and the marks card/certificate of Standard 10th and Standard 12th (or Diploma).

We look forward to your joining at Sasken. For any further clarifications / doubts in this regard, please contact offers@sasken.com.

Yours cordially, For **Sasken Technologies Limited**

Lata Bhat Global Head - Talent Acquisition

Ref: EXP/GET/22-23/OFF/513 16-January-2022

Offer Letter

Sneha #3, 1 St Main, 1St Cross Road, Jp Nagar 7 Th Phase, Bangalore-078

Dear Sneha,

We thank you for your interest in our company and for participating in the interview process. Further to the discussions we have had, we are happy to make you an offer for joining Expleo Solutions Limited as **Graduate Engineer Trainee.**

Offer Details

Your Monthly CTC will be ₹ 16,300 (Rupees Sixteen Thousand Three Hundred Only) inclusive of all allowances subject to applicable statutory deductions and employee benefits

You are also eligible for the following statutory benefits,

- a. ESI on Gross Pay of ₹ 10,000 (0.75% of Employee contribution and 3.25% of Employer contribution)
- b. PF on Basic Pay ₹ 7,000 (12% of Employee contribution and 12% of Employer contribution)
- c. Gratuity as per applicable rate as per act.
- d. GMC 2 lakhs for employee and dependents.
- e. GPA and GTL 10 lakhs applicable only for employee
- f. Bonus at applicable rate as per act.

You would be under training with continuous evaluation process of 4 months and post successful completion of the training, you will be an employee of Expleo. We would be issuing an offer CTC of ₹ 3,63,164 (Three Lakhs Sixty Three Thousand One Hundred and Sixty Four Only) per annum as cost to the company while joining as regular employee. Refer Annexure below

The above offer is subject to the following terms and conditions:

- 1. You being found medically fit at all times.
- 2. You submitting true copies of all your scholastic/academic and extra-curricular attainments along with proof of your age and of last drawn salary. The documents that need to be submitted at the time of joining will be communicated in due course.
- 3. Please note that as a standard organization procedure we carry out stringent background verification check. The process for the same will be initiated along with the acceptance of this offer. Your joining & the subsequent appointment for undergoing training shall be contingent upon successful completion of the training program and background check process. You are concurring to the above said clause by accepting this offer.

Expleo Solutions Ltd 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200

CIN: L64202TN1998PLC066604 . GST No: 33AABCT0976G1ZG

- 4. You will abide by the Business Conduct Guidelines of the company in letter and spirit.
- 5. Your base location on joining will be **Chennai**. This offer of appointment for undergoing training is based primarily on your willingness to undergo training irrespective of the location in which you are posted due to the exigencies of business. Your refusal to accept transfer to a particular place or to undergo on the job training in a particular shift to which you are assigned, would potentially disrupt the company's planning and operations. Such refusal on your part would be considered as a material breach of your terms and conditions and invite disciplinary action against you.
- This offer is subject to affirmative recommendations from 2 qualified references to be furnished by you. The details of references need to be furnished by the 19-January-2022
- This offer & subsequent appointment is also subject to your successful completion of graduation and you are required to submit your educational credential on the Date of Joining.
- 8. The Company would be providing you extensive training in Technology, which will include classroom training and on the job training. The company is making this investment with the assumption that you satisfy all the terms and conditions of this offer and would serve the company for a minimum of 36 Months in addition to the graduate training period of 4 months. In lieu of costs being incurred due to such training as well as costs incurred in the recruitment and selection process, you are required to sign an agreement for a sum of ₹ 3,60,000/- (Rupees Three Lakh Sixty Thousand Only) in the event of failure to serve the Company for a minimum period of 40 months from the Date of joining of training and appointment as regular employee.
- You will be required to sign a separate agreement on your violation to enforce clause
 9 supra.

10. You will be eligible for Retention Bonus Payout after the completing the below period, provided you meet the performance expectations and are not serving notice at the payout.

Completing	Credit Month	Amount INR
12 Months	13 Month	50000
24 Months	25 Month	150000
36 Months	37 Months	200000
48 Months	49 Months	100000

All retentions, payouts & revisions subject to periodical performance reviews as per terms and conditions of the program – Long Term Career and Retention.

This offer is valid till **19-January-2022** before which you are required to confirm your acceptance.

Kindly sign the duplicate copy of this letter to signify your acceptance and confirmation of the above terms and conditions.

We wish you a very rewarding and successful career with Expleo Solutions Limited.

900 g.

Yours Sincerely, for Expleo Solutions Ltd

Manjunathan C Director - People Services

> Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200

CIN: L64202TN1998PLC066604 . GST No: 33AABCT0976G12G

Salary Annexure

Components	Monthly	Annual
Earn	ings (A)	
Basic	12,500	150,000
HRA	6,250	75,000
Total (A)	18,750	225,000
Flexible Baske	t of Allowances (B)	
Telephone	1,000	12,000
LTA	1,042	12,500
Special Allowance	5,974	71,688
Total (B)	8,016	96,188
, Annual C	omponent (C)	n
Fixed Compensation (A+B)	26,766	321,188
Employer Contribution to PF	1,800	21,600
Gratuity	-	7,212
GMC, GPA, GTL	1,097	13,164
Cost to Company	29,663	363,164
Employee Medic	cal Benefit Coverage	
Group Medical Coverage (GMC)		200,000
Group Personal Accident (GPA)		1,000,000
Group Term Life (GTL)		1,000,000

*Statutory Bonus is applicable rate as per act.,

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______

Signature:

Date:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN: L64202TN1998PLC066604 • GST No: 33AABC10076G12G

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this **19**th day of **January 2022 BY AND BETWEEN**, M/s EXPLEO SOLUTIONS LIMIED a Company having its Registered office at Prince Infocity II, 6A, 6th Floor, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai – 600096, hereinafter referred to as the COMPANY which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) and **Ms. Sneha** D/o **Y Thirumala Raju**, aged **21** yrs, and residing at **#3, 1 St Main, 1St Cross Road, Jp Nagar 7 Th Phase,,Bangalore-078**, hereinafter referred to as "Graduate Engineer Trainee". which term shall wherever the context mean and include their heirs, executors, administrators, legal representatives, successors and assigns.

WITNESSETH.

Whereas Graduate Engineer Trainee has been selected by the Company for undergoing Training.

Whereas imparting of training in cutting-edge technologies involves significant and substantial training costs. On successful completion of the training the Graduate Engineer Trainee will be offered employment by the Company.

Whereas Graduate Engineer Trainee acknowledge and accept that in order to recoup at least partially the resources invested in the training in cutting-edge technologies, the company requires from Graduate Engineer Trainee side a commitment to serve the company as a regular employee for at **least a minimum period of three years after success full completion of 4 month training period failing which the company** shall be entitled to claim and recover the notional cost of training as per this memorandum of agreement:

NOW THIS AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS WITNESSETH:

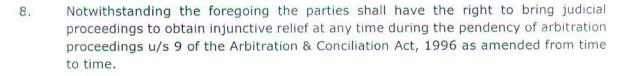
- 1. Graduate Engineer Trainee voluntarily agrees to undergo training in cutting-edge technologies offered by the Company.
- 2. The company on its part agrees to give Graduate Engineer Trainee employment on the express condition that Graduate Engineer Trainee successfully completes the training imparted by them or their agents in cutting edge technologies.
- 3. Graduate Engineer Trainee agrees and acknowledges that the Company is investing significant and substantial resources to provide necessary and relevant specialized technical training / training on automation tools and others and also make available specialized and sophisticated equipment, computers, software and support facilities to learn and upgrade the Graduate Engineer Trainee's skill set.

4. In consideration of the employment offered by the Company, the Graduate Engineer Trainee agrees to serve the company for a minimum period of three years as regular employee after successfully completing the training imparted by the Company to enable the company to recoup at least partially the resources invested in training the Graduate Engineer Trainee in cutting-edge technologies.

(expleo)

- 5. Graduate Engineer Trainee hereby agrees and accepts to pay liquidated damages as under:
 - Failure to complete the training successfully the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - II. Failure to serve the company as Employee for at least a minimum period of 12 months from the date of completion of training, the Graduate Engineer Trainee shall be liable to pay the company an amount of ₹ 3,60,000 (Three Lakhs Sixty Thousand Only).
 - III. Failure to serve the company as employee for 36 months (Excluding Training period 4 months) from the Date of joining but has served the Company as an employee for more than 24 months including training period, the Graduate Engineer Trainee shall be liable to pay ₹ 2,50,000 (Two Lakhs Fifty Thousand Only) to the company.
- 6. In the event of Graduate Engineer Trainee committing any breach of this memorandum of agreement, the Graduate Engineer Trainee hereby binds himself to pay and compensate the Company as mentioned in Clause 5 supra, within 15 days after the receipt of notice or letter of claim from the Company, together with interest at 18 % per annum thereon from the date of breach of contract till realization in the event of Graduate Engineer Trainee committing any such breach of contract.
- 7. Both parties hereby agree and accept that all questions, differences or disputes whatsoever which may arise between Parties and or their Personnel in connection with the terms and conditions stated in this MOA whether as to construction or otherwise, shall be in the first instance tried to be settled thru discussion and conciliation. On the failure of efforts at conciliation either party may refer the matter to arbitration by a Sole Arbitrator to be appointed by the Company. The said proceeding shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force whose decision shall be final and binding on the parties to the Agreement. The venue of Arbitration shall be at Chennai and the language of arbitration shall be English. The arbitration cost shall be borne by the Company.

Expleo Solution -6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (CM Kandanchavadi, Chennai 600096 • India • T. •91 44 4392 +2(CIN L64202TN1968PLC066604 • GST No. 33AABCT05761



- 9. The Courts in Chennai, India will have exclusive jurisdiction.
- 10. On successful completion and submission of 8th semester (Final Semester Marksheet) your employment will be confirmed, in failure which your employment with Expleo will be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

for Expleo Solutions Limited

(expleo)

Graduate Engineer Trainee

Manjunathan C Director - People Services Signature

Acknowledgement

I accept the above Terms and Conditions and will report for work on ______

Signature:

Date:

Expleo Solutions Ltd. 6A, Sixth Floor, Prince InfoCity II, No. 283/3 & 283/4, Rajiv Gandhi Salai (OMR) Kandanchavadi, Chennai 600096 • India • T. +91 44 4392 3200 CIN: L64202TN1998PLC066604 • GST No: 33AABC70976G12G



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: 1431072

Letter of Intent ("LOI")

Dear Sowmya Y. 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 LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Preonboarding 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, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: Query on LOI Superset ID 1431072
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: Query on On-Boarding - Superset ID 1431072
- In case of any other query, write to use with e-mail subject as: Other Queries- Superset ID 1431072

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

Tejinder Sethi Head - Fresher Hiring

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ANNEXURE 1

Sowmya Y. J Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/-**(**Rupees Four Lakh only**). On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/-** (**Rupees Twenty Five Thousand only**). Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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

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



Date:18-Dec-2021

То

Suhas Kr INDIA

Dear Suhas Kr,

Sub: Offer of Training and Employment

1. This has reference to the selection process for employment opportunity at Mindtree.

2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an ENGINEER in the salary grade C1 subject to the following terms and conditions.

2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

Aggregate % = Aggregate * 100

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Bangalore (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Bangalore will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at <u>campus.offers@mindtree.com</u>.

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you, For Mindtree Limited

Rosalee M Kombial Vice President-People Function



Mindtree Ltd RVCE Post, Mysore Road Bangalore 560 059 T + 91 80 6706 4000 F + 91 80 6706 4100 W www.mindtree.com



Enclosed: Annexure to your offer of employment

Acceptance of the Offer

I, Suhas Kr, agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	suhas K R (bec 18, 2021 11:27 GMT+5.5)
Your Name in Capital letters	SUHAS KR

Annexure 1

Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)

Name	: Suhas Kr
Salary Grade	: C1
Designation	: ENGINEER
Stipend	: INR 26,000 per month.

Payment will be after deduction of below amount from the monthly stipend:

- Premium for Insurance during your learning program will be INR 550 per month.
- Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining and the coverage for 2021 - 2022 is as follows

- Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 500,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- Group Term Life (GTL) coverage for you and is up to INR 2,000,000.
- Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.

Annexure 2

Compensation stack effective from date of confirmation

Name	: Suhas Kr
Salary Grade	: C1
Designation	: ENGINEER

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
Annual Gross	352,008
Bonus / Variable Compensation**	48,000
Annual Cost to Company	400,008

* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

suhas K F 2021 11:27 GMT+5.5)

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Additionally, you will be provided with the following options for enhancing your coverage under GMC.

• You will be given an option to increase the coverage from INR 500,000. Top up options with additional / higher insurance coverage are available as per policy.

• If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.

• You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

**The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.



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Annexure - 3

Terms and conditions of the Offer of Training and Employment

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.

2. The term, "the Company" refers to Mindtree Limited.

3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.

4. You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.

5. You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. Salary details are personal to you and you are expected to keep them confidential. We expect you to keep the salary details confidential at all times.

6. Orchard Learning Program

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.

suhas K R (bec 18, 2021 11:27 GMT+5.5)

Candidate No: TN/80024924/21



Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

7. Confirmation of employment

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16^{th} of the same month or 1^{st} day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1^{st} to 15^{th} during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16^{th} to 30^{th} of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.

suhas K R (Dec 18, 2021 11:27 GMT+5.5)



If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

9. Compensation and benefits

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/ facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.

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10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

11. Termination of employment

- 11.1 During Orchard Learning Program
- a) Termination for cause

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.

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11.2. After confirmation

a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three** (3)months, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.

2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.

3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.

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11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.

b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.

c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.

12.2 The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.

13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those 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 and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

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14. Transfer

14.1 You could be transferred to any of other offices/branches/subsidiaries/affiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

14.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from a Mindtree training center in Bangalore to the work location as determined by Mindtree, will be as per the existing relocation policy for Campus Minds.

15. Retirement and retirement benefits

15.1 Subject to your confirmation after the completion of training at Mindtree training center in Bangalore, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

15.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

15.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

16. Intellectual property

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

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17. Mindtree's Code of Conduct and Policies

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

18. Tax implication

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

19. Reimbursement of travel expense for joining Mindtree

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

20. Personal Safety and conduct

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

End of Annexure 3



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Code of Conduct

Summary:

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

Objective:

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

Eligibility/Applicability:

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

Code of Conduct :

The policy details various scenarios under which Code of Conduct is monitored.

1) Personal Interest v/s Mindtree's interest

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

2) Use of proprietary or confidential information of third party

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

3) Office for Profit

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.

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4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.

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Mindtree

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Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."

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In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- o Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.

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12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and *https://www.mindtree.com*.

Agreed and Accepted

Signature : _____

Name: Suhas K R

Date : Dec 18, 2021

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Mindtree Offer Letter

Final Audit Report

2021-12-18

Created:	2021-12-17
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOBXbfDXq-B_9pOEHU7qlPktF3WN8Bhb

"Mindtree Offer Letter" History

- Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com) 2021-12-17 8:39:01 PM GMT- IP address: 20.44.36.221
- Waiting for Signature by suhas K R (suhasshu00@gmail.com) 2021-12-17 - 8:39:05 PM GMT
- Document e-signed by suhas K R (suhasshu00@gmail.com)
 E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
 Signature Date: 2021-12-18 5:57:23 AM GMT Time Source: server- IP address: 223.231.188.61
- Agreement completed. 2021-12-18 - 5:57:23 AM GMT



HRD/3T/1003076301/22-23



Ms. Surabhi B N #6, Surabhi Nilaya, Eashwara Temple Road, Doddakallasandra Banglore-560062 India

Ph: +91-9901313325

Dear Surabhi,

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: 2022.06,28 / 3:02:32 IST Reason: Digitally Signed Location: Bangalore

INFOSYS LIMITED

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



HRD/1003076301/22-23

Ms. Surabhi B N #6, Surabhi Nilaya, Eashwara Temple Road, Doddakallasandra Banglore-560062 India

Ph: +91-9901313325

Dear Surabhi,

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

Here are the terms and conditions of our offer:

Definition

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

"Affiliates" means any entity that controls, is controlled by, or is under common control with the Company. "Company" refers to Infosys Limited.

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

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

Joining

Your scheduled date of joining the employment of the Company will be 05-Sep-2022.

Location

Your location for employment is MYSORE, India .

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

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



Training

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

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

Terms and Conditions during Training

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

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

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

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

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

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

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



a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;

b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.

c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

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

Probation and Confirmation

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

Leave

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

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

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

Increments and Promotions

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

Transfer

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



Compensation and Benefits

Salary

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

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

Performance- linked Incentive

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

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

Ex - Gratia / Bonus

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

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

Basket of Allowances (BOA)

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

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



National Pension Scheme

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

Insurance

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

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

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

Passport & Driving License

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

Notice Period

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

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



Background Checks

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

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

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

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

Other Terms and Conditions

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

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment program 2021-22. 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



INFOSYS LIMITED

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



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

	COMPENSATION DETAILS (All figures in INR per month)	
NAME Ms. Surabhi B N		
ROLE Systems Engineer		
ROLE DESIGNATION Systems Engineer Trainee		
1. MONTHLY COMPONEN	VTS	
BASIC SALARY		15,000
BASKET OF ALLOWANCE	S	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)		2,850
MONTHLY GROSS SALARY		22,328
2. ANNUAL COMPONENT		
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)		
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 successful completion of six months)

			NSATION DI es in INR per			
NAME	Ms. Surabhi B N					
ROLE	Systems Engineer					
ROLE DESIGNATION	COLE DESIGNATION Systems Engineer Trainee					
1. MONTHLY COMPON	NENTS					
BASIC SALARY						15,000
BASKET OF ALLOWAN	CES					4,478
BONUS / EX-GRATIA (9 monthly basis)	5% of the eligible amount (20% of Basic	Salary) being	paid o	ut on a	2,850
MONTHLY GROSS SAI	LARY					22,328
2. ANNUAL COMPONE BONUS / EX-GRATIA - (the advance (95%) paid ou	Balance 5% will be paid ou	it in the end o	f the financial	year af	fter adjusting	150
3. RETIRAL BENEFITS	1					
PROVIDENT FUND - 129	% of Basic Salary					1,800
GRATUITY - 4.81% of Basic Salary* 72				722		
FIXED GROSS SALARY	Y (1+2+3)					25,000
4. INCENTIVE COMPONENTS			At an indica 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 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			30,000			
		OTHE	R BENEFITS			
Scheme	Eligible Amount In INR	Interest		Mont	thly Instalments	Margin Money (To be borne by the employee
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil		12		Nil
	as per Company's policies, v fulfilment of all criteria def ne					
	out above is an approximation	on. Your eligi	bility and the f	inal pa	y out of any Gratuity	amounts will be

*The gratuity amount set out above is an approximation. Your eligibility and the fin determined in strict accordance with the provisions of the Payment of Gratuity Act



Letter of Intent

Doc Ref. No.: **QC20220234**

Date of Issue: 21-February-2022

Dear Sushil Singh,

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

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

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

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

This offer of employment is subject to successful completion of:

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

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

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

We eagerly look forward to welcome you at QuEST.

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

For QuEST Global Engineering Services Private Limited

Neha Das

Neha Das Deputy Manager - University Relations

Candidate Signature: _____

QuEST Global Engineering Services Private Limited

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

<u>Communication address:</u> Embassy Tech Village, Building 7B, Primrose, Outer ring Road, Devarabeesanahalli, Varthur Hobli, Bangalore East Taluk, Bangalore - 560 103 Ph: +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com www.quest-global.com



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

Annexure - I
Compensation & Benefit Details

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

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

QuEST Global Engineering Services Private Limited

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

<u>Communication address:</u> Embassy Tech Village, Building 7B, Primrose, Outer ring Road, Devarabeesanahalli, Varthur Hobli, Bangalore East Taluk, Bangalore - 560 103 Ph: +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com www.quest-global.com



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

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

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

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

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

 QuEST Global Engineering Services Private Limited

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

 591245 IN CIN: U74900KA2014PTC076219

 Communication address: Embassy Tech Village, Building 7B, Primrose, Outer ring Road, Devarabeesanahalli, Varthur Hobli, Bangalore East Taluk, Bangalore - 560 103

 Ph: +91-80-67093200; Email: info@quest-global.com

www.quest-global.com



KSSEM PLACEMENTS CELL <placementcell@kssem.edu.in>

Fwd: Wipro Campus Update_LOI

2 messages

sandhya T <sandhyatsn3@gmail.com> To: placementcell@kssem.edu.in Tue, Nov 23, 2021 at 10:25 AM

------ Forwarded message ------From: **Campus HR Team** <wipro+email+2nym6-5105a4f429@talent.icims.com> Date: Mon, Nov 22, 2021, 12:00 PM Subject: Wipro Campus Update_LOI To: <sandhyatsn3@gmail.com>

November 22, 2021

Dear T Sandhya , Resume Number - 23157706

Based on our discussions with you, we would like to inform you of our intent to offer you the role of **Project Engineer** which will be in Career Band **TRB-II** of the organization.

The salary stack for this role is detailed below. Do reach out to us should you have any clarifications.

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

Kindly note this letter of intent shall be followed by a letter of appointment from us.

Please confirm your interest to receive offer of appointment by clicking on this link Click to Complete and accepting the contents of this communication within 15 calendar days. Your confirmation of interest is a precondition to the issuance of offer of appointment.

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 months	25,000 – 75,000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

1. The special bonus is subject to

- you being "active" in the services of the company through to retention date as applicable
- · your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

2. 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.

3. 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

4. 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

5. 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.

6. You shall keep the contents of this letter confidential

Note: The above shall be applicable from your joining date with Wipro.

Your's Sincerely, For Wipro Limited

Aparna Shailen General Manager - Human Resources

This message was sent to sandhyatsn3@gmail.com. If you don't want to receive these emails from this company in the future, please go to:

https://wipro.icims.com/icims2/?r=0ABA23157706&contactId=14751610

© Wipro Limited, Doddakannelli, Sarjapur Road Bengaluru 560 035 IND

sandhya T <sandhyatsn3@gmail.com> To: placementcell@kssem.edu.in Fri, Nov 26, 2021 at 12:50 PM

[Quoted text hidden]



Happiest Minds Technologies Limited Regd. Office: #53/1-4, Hosur Main Road, Madivala (Next to Madivala Police Station), Bangalore-560068, Karnataka, India CIN of the Co. L72900KA2011PLC057931 P: +91 80 6196 0300, F: +91 80 6196 0700

PROVISIONAL OFFER OF EMPLOYMENT

16-May-2022

Usha R

Dear Usha R,

Subject: Provisional Offer of Employment

We are happy to note that you have shown interest to pursue your career with us at Happiest Minds Technologies Limited. As discussed, we are making a conditional offer of employment for the role of Engineer-Trainee with competency level **C1**. At the time of joining your work location will **BANGALORE**.

This offer will be contingent on fulfillment of below terms and conditions:

- 1. You should have completed your Higher Secondary school (Intermediate/ PUC) and Under Graduation (UG) with CGPA of 7.5 or score of 70% or above. In case of any backlog/s, the offer will be withdrawn.
- 2. You will be offered an annual CTC of INR **4,20,000**.
- 3. *You will be paid a one-time conditional Joining Bonus of INR 1,20,000/-
- 4. You shall submit the Graduation certificate within 3 months of your joining date. In case of any delay in submission of the said certificate, you need to get letter from the University stating the reason for delay.

Your date of joining confirmation and a detailed offer letter will be released post your confirmation on successfully completing your Graduation and your employment will begin with us on acceptance of our offer letter and its terms.

Joining Bonus: One-time conditional Joining Bonus will be paid to you after 6 months from the commencement of your employment (and is subject to you successfully clearing the exams and submitting the Degree certificate). In the event that you leave the Company's employment before 24 months of the commencement of your employment, you must immediately repay to the Company the full amount of the Joining Bonus.

Thanking you, Yours truly,

For Happiest Minds Technologies Limited



ANANTH NAG J R SENIOR MANAGER-TALENT ACQUISITION



Happiest Minds Technologies Limited Regd. Office: #53/1-4, Hosur Main Road, Madivala (Next to Madivala Police Station), Bangalore-560068, Karnataka, India CIN of the Co. L72900KA2011PLC057931 P: +91 80 6196 0300, F: +91 80 6196 0700

Declaration & Acceptance by the Candidate

I have read and understood the above terms and conditions and agree to abide by the same.

Full Name: Address Date



You Are Awesome!

Offer Letter

Six Dee Telecom Solutions

Six Dee Telecom Solutions Private Limited #26, J. P. Nagar 3rd Phase, Bannerghatta Road, Bengaluru 560 076. INDIA. Tel: +91 80 4048 5959, 4131 1200 / 300. www.6dtech.co.in



Dear Varshitha M,

We welcome you to **Six Dee Telecom Solutions Private Limited** also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

The following will list your relevant details about your general responsibilities.

Duties

You must provide your services exclusively to the Company.

You will promote and expand the business of the Company.

You are expected to comply with all the Company's rules, policies and procedures from time to time in force.

You may be required to undertake other duties from time to time as the Company may reasonably require. If your duties or position with the Company changes for any reason, then the terms of this Letter will continue to apply, unless expressly varied by the parties in writing.

During the course of your employment you are expected, at all times, to maintain professional and responsible standards of conduct/behaviour, attendance and performance.

In particular you will agree to keep and maintain adequate and current records (in the form of notes, minutes of meetings, sketches, drawings and in any other form that may be required by the Company) of the work being undertaken by yourself (including all inventions and proprietary information as necessary under the Employee Proprietary Information, Inventions and Non–Competition Agreement). You agree that such records shall be available to and remain the sole property of the Company at all times.



COMMENCEMENT DATE

If you accept this offer, we will keep you informed about your Date of Joining.

REMUNERATION AND DESIGNATION

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer**.

During your initial 6 months of training/probation period, your total cost to company will be **INR 240000 per annum**. Details of the salary structure are given in the annexure attached.

Post successful completion of training/probation period, which depends on your performance during this period and manager's feedback, your total cost to company will be **INR 400000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK:

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We will be Working From Home until further notice, based on the current situation.

BUSINESS EXPENSES

You will be entitled to be reimbursed for all expenses reasonably and properly incurred by you in carrying out your duties subject to normal verification and to complying with such policies as the Company may from time to time have regarding such expenses.

PROBATION PERIOD

Probation is a period of trial and its purpose is to find out the suitability of an employee to hold the post substantively or permanently and the suitability has to be judged at the time of confirmation. However, an employee on probation can be terminated during the probation period due to unsatisfactory performance of the employee and the employer would be justified in the termination.

The first 6 months of your employment will be a probationary period. During this period you are not eligible for Annual Leave (AL), other than the exceptions mentioned in the paragraph below.



The Company may extend your probationary period if so deemed necessary by the Company. The Company will confirm to you in writing your permanent position upon the satisfactory completion of your probationary period, or any extension of it.

BENEFITS

A. ANNUAL LEAVES

The company provides, as a benefit, paid annual leaves for its eligible employees. Forward requests for time off in advance to your supervisor, who may approve or deny the request based on company resources & activities. The company is flexible in approving time off when doing so would not interfere with company operations.

During Probation, you are eligible for 5 Fresher Annual Leave for below reasons, based on manager/reporting manager's discretion:

- 1 Illness with fever
- 2 University Convocation
- 3 University Exams
- 4 Marriage/ Death (god forbid) in immediate family
- 5 Passport related

After probation, you are entitled for 21 leaves in a year (1st April to 31st March).

B. General Mediclaim:

You will be eligible for General Mediclaim Policy starting from the date of joining.

PROFESSIONAL ETHICS AND CONFIDENTIALITY

Your conduct at all-time should reflect observance of the national and local laws and the rules and regulations of the Company as from time to time in effect. In all dealings with the Company and its clients and their organization, the highest standards of propriety and integrity will be expected of you.

NON-COMPETE AND NON-SOLICITATION

During your employment and within one year after the cessation of your employment with the Company, you agree not to directly or indirectly,

- a. carry on, advise, provide services to or be engaged, concerned or interested in, or associated with, any business or activity which competes with or is in the same line of business carried on by the Company or its related companies, in any capacity (whether as principal agent, partner, employee, shareholder, unit holder, joint ventures, director, trustee, beneficiary, manager, consultant or adviser) within six months from the termination of this employment agreement;
- b. canvass, solicit or endeavor to entice away from the Company or its related companies, any person who or which at any time during your employment was or



is a client or customer or supplier of the Company or its related companies or is in the habit of dealing with the Company or any of its related companies;

- c. solicit, interfere with or endeavor to entice away any employee of the Company or any of its related companies; or
- d. Counsel, procure or otherwise assist any person to do any of the acts referred to in clauses (ii) and (iii).

SEPARATION:

A. Termination

Either party may terminate the employment by giving the other party three months' notice in writing. Also, the company may terminate your services with immediate effect, if any, in lieu of notice, even without assigning any reason thereof. Waiver of notice period is at the sole discretion of the company.

The Company will not be liable to pay the notice pay if you resign from its services and request that you be relieved with immediate effect. Your resignation will become effective and final notwithstanding the fact that the communication of acceptance does not reach you. However, in case any disciplinary proceedings are either contemplated or pending against you, the Company will have the right not to accept your resignation.

On termination of your employment, you will immediately deliver to the Company all equipment, software, original and copies of documentation (including documentation stored in electronic format) and any other property belonging to the Company, which is in your possession, or under your control.

B. Retirement:

Your employment with the Company will terminate automatically without any further notice at the Company's normal retirement age, which is on the day of your 60th birthday.

C. Notice Period

Notice period is considered to start from the point the termination letter is received by the manager. Notice period for the all the employees is of 3 months. Notice period in probation period will be 1 month. However, when the situation warrants as in the case of breach of policies the company may decide to terminate the contract with immediate effect. The Company reserves the right to request serving of notice period. Not serving the notice period will result in forfeiting your FnF Waiver/payment/deduction in such an event will be at sole discretion of the Company.

D. Absconding

An employee who abstains from their work without intimation and remains untraceable is referred to as an absconder. An employee not reporting to office for 3 consecutive working days without informing the reporting manager/manager will be considered as an absconding employee. The Company shall be entitled to forthwith terminate this



employment without providing any notice or incurring any obligation or liability to pay any amount or dues to an absconding employee. This employee will also not be eligible for other HR documents.

E. Statement of Facts:

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per your application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, the Company shall have the right to terminate your services forthwith.

GOVERNING LAW AND ARBITRATION

This agreement shall be governed by the Laws of India. Any dispute, difference or question arising out of, in relation to or incidental to this Letter of Employment, including any dispute as to the existence or validity hereof, shall be first attempted to be resolved by mutual discussions and negotiations. In the eventuality of the failure of such negotiations, it shall be referred for arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a sole Arbitrator, who shall be appointed with the mutual consent. The venue of Arbitration shall be Bangalore, and the proceedings will be conducted in the English language.

CONFIDENTIALITY

In consideration of the opportunities, training and access to new techniques and knowhow that will be made available to you, you will be required to comply with the confidentiality policy of the Company. Therefore, please ensure that you maintain confidentiality of all the information made available to you, and shall not divulge or disclose any such Confidential Information except as may be required by the company and in the course of your employment. This covenant shall endure during your employment and for a period of one year from the cessation of your employment with the Company.

INDEMNIFICATION

You expressly agree to defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions, unless such acts are authorized specifically by the Company.

BACKGROUND CHECK & REFERENCES

We will conduct a background check and reference check on your previous employment details. Within ten (10) days of the date mentioned in this offer letter, you are required to furnish documents regarding education, previous employment and any other documents that Six DEE Telecom Solutions Private Limited may deem necessary for a background check. Our authorized partner will contact you in order to conduct the background check



process and you are required to extend your cooperation to them in facilitating the process by providing relevant details or documents. Your joining us is contingent upon a satisfactory report on the background check relating to employment, experience, work history, etc., conducted by a 6D Technologies approved agency

PERFORMANCE MANAGEMENT AND SALARY REVISION

Based on your date of joining, your appraisal cycle will be decided (either April or October). Any compensation revision decisions will be based on your performance and company policies prevailing at that point of time.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights and goodwill generated as a result of your employment with the Company shall be for the benefit of and belong to the Company. You assign all intellectual property rights of whatever nature, that may arise under or in connection with the services you provide whilst in employment to the Company.

AMENDMENTS

Subject to applicable laws, the Company reserves the right to amend its terms and conditions of employment and policies from time to time. Once you join us, you will abide by all the policies & procedures of the Company.

You should retain a copy of this letter for your own records and sign and return one copy to the Company.

We look forward to you joining us.

Kind regards, Yours sincerely,

Dipti Yadav Manager - Human Resources For and on behalf of Six Dee Telecom Solutions Private Limited



DECLARATION/ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

Six Dee Telecom Solutions Private Limited have the right to initiate any verification of educational qualifications and previous employments directly or indirectly to validate the information

I, _____, s/o/d/o _____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature _____

_____ Date _____

(Varshitha M)



February 12,2022

Vedhavathi R

Kammavari Sangham School Of Engineering and Management (KSSEM)

Dear Vedhavathi,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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.



Annexure A

mark sheets, course completion certificate 2. Three copies of your recent Passport size color pho	nly and will be returned the same day. onal qualifications: nd individual semester mark sheets, consolidated (for each graduation / post graduation) tograph (white background) Limited offer letter and completed pre-employment			
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 URMIMALA SARKAR				
URMIMALA SARKAR DIRECTOR - TALENT ACQUISITION				
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to				
indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.				
DocuSigned by:				
Signature:	Date: February 12,2022			

Vednavatni R



DECLARATION

RAMAKRISHNA B

I, Vedhavathi R S/o, D/O, W/O_____

___, having permanent address

#25,POST OFFICE ROAD,YELACHENAHALLI,JP NAGAR POST,KANAKAPURA MAIN ROAD,BANGALORE-78 at______ 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: Vedhavathi R

SIGNATURE: NAME: Vedhavathi R DATE: February 12,2022 PLACE: BANGALORE

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

2019104 / ELTP-CAMPUS / 2022

27-Jan-2022

Subject: Letter of Intent

Dear Vijaya Lakshmi,

This refers to the campus interview that you had attended.

We are pleased to inform that you have been shortlisted for a position of **Associate Software Engineer** at **Band U and Sub Band U1** in our Organization provided:

- ð You being medically fit, having completed your qualifying academic course with a minimum grade of First Class or equivalent grade as specified at the time of your selection, meeting the set eligibility criteria, including minimum of First Class/60% or equivalent grade in all other courses completed by you prior to your qualifying academic course
- ð You complete the set of learning courses and earn course completion certificate for each course mentioned in **Annexure A** and

On successful completion of the above, the Company may, at its sole discretion, offer you an employment opportunity with the following conditions:

- ð You will be under **probation for a period of 6 (Six) months** from the date of joining.
- ð During probation period, you will be eligible for Annual Salary package of INR 260,000 (Indian Rupees Two Hundred and Sixty Thousand Only). Please refer to Annexure - B for breakup of your intended Annual Salary package.
- ð Post probation, you will be eligible for an Annual Salary package of INR 325,000 (Indian Rupees Three Hundred and Twenty-five Thousand Only). Please refer to Annexure - C for breakup of your intended Annual Salary package.
- ð In addition, you will also be entitled for a one-time settlement Allowance not exceeding **INR 15,000**, (**Indian Rupees Fifteen Thousand Only)** if eligible, as per Tech Mahindra policy.
- ð At the time of joining, you are required to sign a service bond with Tech Mahindra. As per this bond, you will be required to serve Tech Mahindra for a period of at least 2 years from the date of your joining, failing which, you will need to pay a sum of Indian Rupees 100,000/- (Indian Rupees One Hundred Thousand Only) as liquidated damages to Tech Mahindra.
- ð You are required to mandatorily possess a valid Passport and Income Tax PAN Card at the time of joining the Company.



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We request you to confirm to us your acceptance of the terms and conditions specified herein by signing and returning a copy of this Letter to Campus Joining Team on <u>Campusjoining@techmahindra.com</u>

This Letter of Intent shall cease to be valid on 27-Jul-2022 or issue of Offer of Appointment, whichever is earlier.

We look forward to you having a rewarding career with us.

Yours sincerely, For Tech Mahindra Limited,

R.Krishna

Krishna Ramaswamy

Head - Resource Management Group

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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

Registered Office: Gateway Building, Apollo Bunder Mumbai 400 001, India. www.techmahindra.com CIN L64200MH1986PLC041370

Annexure A

Learning and Certification

Selects to learn the below Udemy courses in self-learning mode and earn the course completion certificate for each course

To start learning courses use **<u>tmlfh.udemy.com</u>** link.

Detailed learning instructions will be communicated separately.

Category Udemy Course Name		Course Duration (in Hrs)
Programming		
Foundations	Programming 101	4
Data Structures & Algorithms	Data Structures A-Z : Data Structures + Algorithms Bootcamp	7.5
Web Programming	Complete Web Design Course: HTML, CSS, Javascript and jQuery	20.5
Linux Fundamentals	Learn Linux in 5 Days and Level Up Your Career	6.5
Shell Scripting	Bash Shell Scripting: Crash Course For Beginners	5.5
SQL	SQL for Beginners: Learn SQL using MySQL and Database Design	8
Python basics	The Python Bible Everything You Need to Program in Python	9
Cloud Computing	A Practical Introduction to Cloud Computing	2.5
Agile & Scrum	Agile Fundamentals: Including Scrum and Kanban - 2021	4.5
Software Testing	Certified Tester ISTQB Foundation Level (CTFL) - Updated 2021	6.5
Communication	The Art of Communications ? Become a Master Communicator	3.25
Email Writing	Write Better Emails: Tactics for Smarter Team Communication	1.36
Business Etiquettes	Business Etiquette 101: Social Skills for Success	4.7

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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<u>Annexure B</u>

Total Cost to Company (TCC) (Per Annum)	260000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	89393
HRA (@70% of Basic Pay)	62575
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	10727
Flexible Components of TFP ^	12787
Total Fixed Pay (Per Annum)	223482
Total Variable Pay (TVP) (Per Annum) (*)	24831
Total(A)	248313
Additional Benefits(B)	11687
Gratuity	4300
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	260000
below, subject to the individual maximum limits as mentioned against taxable amount under Additional Personal Pay	
LTA	12,000
Meal Card (Max Rs. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal meregular salary.	onthly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Program applicable for the Financial Year	
Additional Benefits : In addition to the above, you will also be eligible	le for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
ii)Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be elig Insurance Cover, providing Life Insurance Coverage to the associa lakhs to the beneficiary on the unfortunate death of the associate	
b) Group Medical Coverage Plan (GMIP): You would also be e scheme of the company with a cover of Rs. 3 lakhs (floating cove parents. Cost of coverage of parents (if opted for) will be borne by yo applicable cover (for self only OR self +spouse+up to 2 children) will	r) applicable to Self , Spouse, 2 children & 2 ou. If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate	

event of an accident.

Tech Mahindra Limited Infocity, Hitech City Layout, Madhapur, Hyderabad 500081, India.

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Annexure C

Total Cost to Company (TCC) (Per Annum)	325000
Components of Total Cost to Company	INR. (Per Annum)
Basic (@40% of Total Fixed Pay)	112394
HRA (@70% of Basic Pay)	78676
Bonus/Statutory Bonus	48000
Employer's contribution to Provident Fund (@12% of Basic Pay)	13487
Flexible Components of TFP ^	28428
Total Fixed Pay (Per Annum)	280985
Total Variable Pay (TVP) (Per Annum) (*)	31221
Total(A)	312206
Additional Benefits(B)	12794
Gratuity	5407
Insurance Premiums (towards GTLI, GMIP and GPAI)	7387
Total Cost to Company (Per Annum)(A) + (B)	325000
taxable amount under Additional Personal Pay.	12,000
taxable amount under Additional Personal Pay.	
Meal Card (Max INR. 2200 per month)	26,400
Bonus / Statutory Bonus, if applicable, shall be paid in 12 equal m regular salary.	onthly installments in advance along with your
(*) Maximum amount based on 100% performance; TVP shall be pa for the Financial Year	iyable as per variable Pay Program applicable
Additional Benefits : In addition to the above, you will also be eligit	ble for the below-mentioned benefits -
i) Gratuity : As per Payment of Gratuity Act	
 ii) Insurance a) Group Term Life Insurance (GTLI) Coverage: You would be eli Insurance Cover, providing Life Insurance Coverage to the associate lakhs to the beneficiary on the unfortunate death of the associate 	
b) Group Medical Coverage Plan (GMIP): You would also be enro scheme of the company with a cover of INR 3 lakhs (floating cover) parents. Cost of coverage of parents (if opted for) will be borne by you applicable cover (for self only OR self +spouse+up to 2 children) will	applicable to Self , Spouse, 2 children & 2 ou. If enrollment of parents is not opted for, the
c) Group Personal Accident Insurance (GPAI) coverage: You we scheme with a cover of upto INR 5 lakhs payable in case of permar	



event of an accident.



February 12,2022

Yamuna P K.S.School Of Engineering And Management

Dear Yamuna,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you **Information Technology Senior Associate** 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 continuing employment with the Company is subject to your completing the training as given below.

Please note that this intent to offer does not give you employee status with the Company and expresses only our intent to enter into a definitive employment agreement, subject to completion of all hiring formalities and procedures. This document does not confer any rights or obligations upon you and Company, and as such does not constitute any contractually binding relationship between you and Company. Your appointment as **Information Technology Senior Associate** in Grade **5** comes into effect only after completing the joining formalities with the Company and subject to the below Terms and Conditions. This document does not confer you or the Company with any rights or obligations.

Upon joining the Company, 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.

Please note that the 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 60% aggregate.
- b) Induction training on joining the Company with a minimum score of 65% in the final evaluation on completion of the training.
- c) Probation period of six (6) months from the date of joining.

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 INR. **350000** 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 intent of offer. 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.



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) 2. 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				
Urmimala Sarkar URMIMALA SARKAR DIRECTOR - TALENT ACQUISITION				
We request you to please read and sign the enclosed copy of this letter and return it by February 13,2022 to indicate your acceptance of this Offer. I agree & accept employment on the terms and conditions mentioned in this letter.				
DocuSigned by:				
Signature: <u>E2F51F79256C491</u> Yamuna P Date: February 12,2022				



DECLARATION

SHRINIVASULU P

I, Yamuna P S/o, D/O, W/O_____, having permanent address

#4,9TH CROSS OM SHIV SHAKTHI NAGAR CHUNCHAGATTA MAIN ROAD JP NAGAR 7TH PHASE BANGALORE at _____ 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.

SIGNATURE: Jamura NAME: Yamura PF51F79256C491... DATE: February 12,2022 PLACE: BANGALORE

Ms. Durgi Sobha

No. 1-12, 170 Golla Palli, VTC: Bangarupalem, Chittoor District - 517416, Andhra Pradesh

Dear Durgi,

With reference to your interviews and discussions with us we are pleased to offer you the position of **"Implementation Specialist"** on the terms and conditions as set forth below:

- 1. Date of Commencement : May 19, 2022
- 2. Bond Period : You will serve eClinicalworks India Pvt ltd for a minimum period of 1 year, from the date of execution under the bond. As a guarantee you agreed to pay a cheque amounted 2 months gross salary as security. In the event of the said cheque being required to be deposited on account of breach of the bond, then the company will be at liberty to treat the said amount as being due and payable by you to the company by way of Debt and the company will be at liberty to file recovery proceedings in this regards.
- 3. Period of Offer : The period of offer is as follows:

i You will be initially trained for a period of three months from the date of Commencement mentioned herein above. If you complete the training successfully to the satisfaction of the Company (of which the Company will be the sole judge), you will thereafter be placed on probation for a further period of three months. If you do not complete the training successfully, then your trainee services will be determined upon the efflux of the said training period. If you complete the probation period successfully to the satisfaction of the Company (of which the Company will be the sole judge) and if you are found to be fit for confirmation after due assessment, you will be confirmed in employment. If you do not complete the probation period successfully, then your probationary services will be determined upon the efflux of the said probationary period.

ii If, however, it is any time found that any representation made by you to the Company prior to this Offer being made to you - including but not limited to any verbal representation, any information contained in your Curriculum Vitae, any supporting document or any other factual matter concerning you - was not entirely correct or truthful; then your employment shall be liable for summary dismissal without any notice, payment in lieu of notice or any compensation. Further, in such a case, the Company shall have the right to seek such other remedies as may be available to it in law including the right to damages, prosecution etc.

ii. This offer is only valid if you are not an *Ineligible Person* under the Office of Inspector General's List of Excluded Individuals/Entities.

4. **Scope of Work** : The scope of your work/duties/expected skill sets/expected performance etc. have been discussed with and explained to you during your interviews and discussions

5. Place of Work : Your current place of work will be Bangalore, however you may be deputed at the parent/associate company sites, client sites or partner sites outside of Bangalore (Overseas or other India metros).

6. Salary : Your gross annual remuneration will be **Rs. 376000/- (Rupees Three Lakhs and Seventy Six Thousand Only)** on CTC (Cost-to-the-Company) basis. The CTC break up will generally be as per Company policy and applicable tax provisions from time to time. The primary components of your CTC initially shall be as per Exhibit A attached.

7. Background Verification : The Company will be conducting a background check/screening procedure in your matter as a measure of full disclosure. In the event of the said background check/screening procedure showing negative on any parameter, this offer will stand determined and revoked with immediate effect.

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8. Notice of Relieving

i. During your training and assessment period, this employment may cease to exist any time, by giving 7 days' notice in writing by either side.

ii. During your probation period, this employment may cease to exist any time by giving 30 days' notice in writing by either side.

9. Counterparts : This Offer and its Acceptance may be executed in multiple counterparts, each of which shall have the force and effect of an original.

10. General

i. Please note that the contents of this Offer and any subsequent Employment Letter/Agreement are confidential and shall not be discussed with any other person.

ii. The Company may from time to time revise its HR policies and, subject to those being applied generally to all or a class of employees without discrimination, and being lawful, will apply to you ipso facto;

We welcome you within our fold and trust that your association with ECW will be exciting and mutually rewarding.

This Offer is valid for 7 days. You are requested to return the duplicate copy of this letter, duly signed by you in token of your acceptance of the above Offer.

Yours sincerely For eClinicalWorks India Pvt Ltd

Agreed and Accepted By Me

Kishore Kumar D Senior Manager -Human Resources Date: May 16, 2022

(Durgi Sobha)

<u>Annexure</u>

Salary Structure				
Name: D	Durgi Sobha	Designation: Implementation	Designation: Implementation Specialist	
		EARNINGS (A)		
SI.No	Particulars	Yearly (INR)	Monthly (INR)	
а	Basic	200000	16667	
b	HRA	80000	6667	
С	LTA	40000	3333	
d	Shift Allowance	18000	1500	
е	Special Allowance	38000	3167	
Gross	s Salary (A)	376000	31334	
		BENEFITS (B)		
SI.No	Particulars	Yearly (INR)	Monthly (INR)	
а	Employer PF Contribution	24000	2000	
Benefit (B) 2400		24000	2000	
Total	CTC (A+B)	400000	33334	
DEDUCTIONS (C)				
SI.No	Particulars	Yearly (INR)	Monthly (INR)	
а	Employee PF Contribution	24000	2000	
b	Professional Tax	2400	200	
С	Income Tax	As Applicable	As Applicable	
Total	Total Deductions (C) 26400		2200	
Net M	Net Monthly Salary (A-C)		29134	

The above remuneration is subject to deduction of Income Tax, Professional Tax, Employee PF contribution and any other taxes as per law subsisting from time to time.

It is understood that the Company offers the CTC hereinabove stated. The components of CTC could change, though its quantum will not, depending on the Company HR policies, tax law, industry practice etc. at the discretion of the Company and subject to any such change being consistent with tax and other applicable regulations.

For eClinicalWorks India Pvt. Ltd.

Agreed and Accepted

Kishore Kumar D Senior Manager – Human Resources

Durgi Sobha